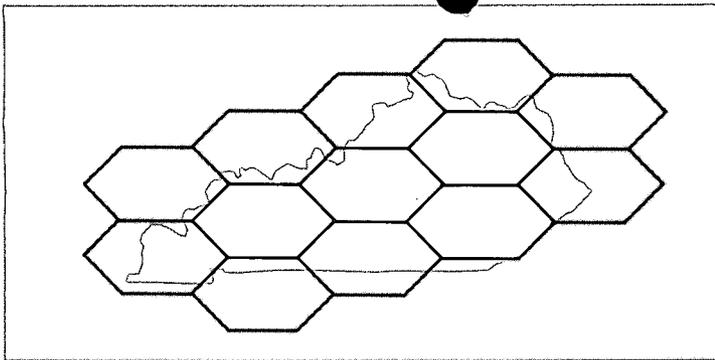


**CASE**

**NUMBER:**

99-064



**Mountaineer Cellular**  
**General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822

Phone: (606) 785-9550

May 25, 1999

Helen C. Helton, Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfort, KY 40601

Re: Case No. 99-064

Dear Ms. Helton:

Per the Commission's order in case 99-064 dated 18 May 1999, enclosed is a copy of the FAA and KAZC final determinations in the above referenced case.

This information should complete the case file. If you have further questions, please contact me at (606)785-9550.

Sincerely,  
William Grigsby

RECEIVED  
MAY 26 1999  
PUBLIC SERVICE  
COMMISSION

Federal Aviation Administration  
Southern Region  
Air Traffic Division, ASO-520  
P. O. Box 20636  
Atlanta, GA 30320

ACKNOWLEDGEMENT OF NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

CITY	STATE	LATITUDE/LONGITUDE		MSL	AGL	AMSL
SANDGAP	KY	37-30-12.90	084-06-47.94	1520	199	1719

MOUNTAINEER CELLULAR, LLC  
LUKAS, NACE, GUTIERREZ, & SACHS  
1111 19TH STREET, NW, SUITE 1200  
WASHINGTON, DC 20036

AERONAUTICAL STUDY  
No: 98-ASO-7153-OE

Type Structure: ANTENNA TOWER 880-890 MHZ/ 500 WATTS

The Federal Aviation Administration hereby acknowledges receipt of notice dated 11/09/98 concerning the proposed construction or alteration contained herein.

The proposed structure does not require notice to the FAA.

Obstruction marking and lighting are not necessary.

If the structure is subject to the licensing authority of the FCC, a copy of this acknowledgement will be sent to that Agency.

SIGNED *Mary Z. Mc Burney* Specialist, Airspace Branch  
Mary Z. Mc Burney (404) 305-5585.5583

ISSUED IN: College Park, Georgia 11/16/98



Kentucky Airport Zoning Commission  
125 Holmes Street  
Frankfort, KY 40622

(502) 564-1480  
Fax: (502) 564-7953  
No.: AS-055-139-98-270

November 9, 1998

APPLICATION NOT REQUIRED

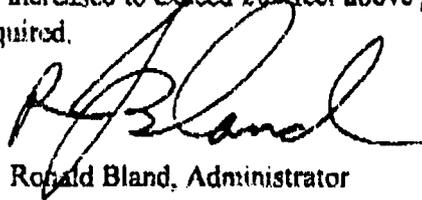
MOUNTAINEER CELLULAR GENERAL PARTNERSHIP  
LEROY ADAM, CONSULTING ENGINEER  
C/O LUKAS MCGOWAN NACE & GUTIERREZ  
1111 NINETEENTH STREET N W SUITE 1200  
WASHINGTON, DC 20036

SUBJECT: AS-055-139-98-270

STRUCTURE: Antenna Tower  
LOCATION: Sandgap, KY  
COORDINATES: 37°30'13"N / 84°06'48"W  
HEIGHT: 199' AGL / 1,719' AMSL

Your application has been returned to you for the reason that you are not required by the Commission regulations to have a permit to construct the structure described in the application.

However, if the height of the structure is increased to exceed 200 feet above ground level or 1720 feet above mean sea level then a permit is required.



Ronald Bland, Administrator

KENTUCKY TRANSPORTATION CABINET OFFICE OF AERONAUTICS 421 ANN STREET FRANKFORT, KENTUCKY 40622  <b>Application for                  Permit to Construct                  or                  Alter a Structure</b>  <i>—Instructions on Reverse Side of Form—</i>	<p style="text-align: right; font-size: small;">DO NOT FILL IN.</p> AERONAUTICAL STUDY NO. AS-055-139-98-270  APPLICANT NAME & ADDRESS Mountaineer Cellular, LLC c/o Lukas, Nace, Gutierrez & Sachs 1111 19th Street, NW, Suite 1200 Washington, DC 20036   TELEPHONE NO (202) 828-9489
--	---

**TYPE OF STRUCTURE**

1. CHECK ONE  <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration	2. CHECK ONE  <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary Length of time _____ months.
--	--

3. NATURE AND COMPLETE DESCRIPTION OF STRUCTURE

The proponent, Mountaineer Cellular, LLC, is the licensee for Cellular Block B service in Kentucky RSA 10-Powell. The transmitting system proposed at this site is Cellular Band B (880-890 MHz) operating at a maximum ERP not to exceed 500 Watts. The proposed antenna structure includes a 180' tower with a 19' top-mounted cellular antenna system.

4. County in which construction will take place Jackson

**LOCATION OF STRUCTURE -submit a map-**

5. COORDINATES (To nearest second)		6. NEAREST CITY OR TOWN, & STATE	
LATITUDE	LONGITUDE	Sandgap, KY	
37° 30' 12.6"	84° 06' 48.2"	(a) DISTANCE TO 6. 1.5 Miles	(b) DIRECTION TO 6. SE
7. NAME OF NEAREST PUBLIC AIRPORT WITHIN KY. BOUNDARIES Madison Co. (130) I 37		8. DISTANCE & DIRECTION TO NEAREST POINT OF NEAREST RUNWAY 13.5 miles at N316.5°E	

9. HEIGHT & ELEVATION (Complete A, B & C to nearest feet)		10. WORK SCHEDULE DATES
A. ELEVATION OF SITE ABOVE MEAN SEA LEVEL	1520	A. WILL START 3/15/99
B. HEIGHT OF STRUCTURE INCLUDING APPURTENANCES & LIGHTING (if any) ABOVE GROUND, OR WATER IF SO SITUATED	199	B. WILL COMPLETE 3/30/99
C. OVERALL HEIGHT ABOVE MEAN SEA LEVEL (A + B)	1719	
D. IF APPLICATION IS FOR CONSTRUCTION/ALTERATION OF AN OVERHEAD TRANSMISSION LINE OR STATIC WIRE WITH SPAN LENGTH 1000 FEET OR MORE, See Appendix E		

11. CHECK IF COMPLETED STRUCTURE WILL BE	YES	NO
A. MARKED FOR THE PROTECTION OF AIR NAVIGATION	X	
B. PAINTED AS SPECIFIED IN THE REGULATIONS OF THE COMMISSION RELATED TO OBSTRUCTION MARKING	X	
C. LIGHTED AS SPECIFIED IN THE REGULATIONS OF THE COMMISSION RELATED TO OBSTRUCTION MARKING	X	

12. HAS "NOTICE OF CONSTRUCTION OR ALTERATION" (Form 7480-1) BEEN FILED WITH FEDERAL AVIATION ADMINISTRATION FOR AIRSPACE CLEARANCE? IF SO, WHEN FILED? **Yes; 11/03/98**

13. CERTIFICATION — I Herby Certify that all the above statements made by me are true, complete, and correct to the best of my knowledge and belief.

*LeRoy A. Adams*  
 By LeRoy A. (Art) Adams, Consulting Engineer Date 11/03/98  
Signature & Title of Individual Authorized to Make this Certification.

PENALTY — See Reverse Side of this Form

COMMISSION ACTION	<input type="checkbox"/> CHAIRMAN, KAZC (OR) <input type="checkbox"/> ADMINISTRATOR, KAZC	
APPROVED <input type="checkbox"/>		Date _____
DISAPPROVED <input type="checkbox"/>		

INDEX FOR CASE: 99-064  
MOUNTAINEER CELLULAR L.L.C. DBA KENTUCKY CELLULAR  
Construct  
CELL SITE - SANDGAP, JACKSON COUNTY, KY

IN THE MATTER OF THE APPLICATION OF MOUNTAINEER CELLULAR  
LIMITED LIABILITY COMPANY FOR THE ISSUANCE OF A CERTIFICATE  
OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A TOWER

SEQ NBR	ENTRY DATE	REMARKS
M0001	02/23/99	WILLIAM GRIGSBY-REQUEST FOR CASE NUMBER TO FILE A CELL SITE APPLICATION
0001	03/04/99	Application.
0002	03/05/99	Acknowledgement letter.
0003	03/15/99	No def. letter
0004	05/18/99	Final Order granting a Certificate to construct and operate the Sandgap site.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-064  
MOUNTAINEER CELLULAR L.L.C. DBA KENTUCKY CELLULAR

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on May 18, 1999.

Parties of Record:

William K. Grigsby  
Manager  
Mountaineer Cellular General  
Partnership  
P. O. Box 1148  
Hindman, KY. 41822

*Stephan Bell*

Secretary of the Commission

SB/hv  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF MOUNTAINEER CELLULAR )  
LIMITED LIABILITY COMPANY FOR THE ISSUANCE OF ) CASE NO. 99-064  
A CERTIFICATE OF PUBLIC CONVENIENCE AND )  
NECESSITY TO CONSTRUCT A TOWER )

O R D E R

On March 4, 1999, Mountaineer Cellular General Partnership ("Mountaineer Cellular") filed an application seeking a Certificate of Public Convenience and Necessity to build and operate a cellular radio telecommunications system for Rural Service Area No. 10 ("RSA No. 10"). RSA No. 10 includes Breathitt, Estill, Jackson, Knott, Lee, Letcher, Owsley, Perry, Powell, and Wolfe counties. Mountaineer Cellular has requested authorization to construct a cell site in Jackson County. Mountaineer Cellular was previously granted authority to operate a cellular radio telecommunications system in RSA No. 10 in Case No. 91-002.<sup>1</sup>

The proposed cell site consists of a 180-foot or less self-supporting antenna tower to be located 1.7 miles northwest of the intersection of US Highway 421 and Kentucky

---

<sup>1</sup> Case No. 91-002, The Application of Mountaineer Cellular General Partnership for the Issuance of Certificate of Public Convenience and Necessity to Provide Domestic Public Cellular Radio Telecommunications Service to the Public and for Establishment of Initial Rates.

Highway 2004 in Jackson County, Kentucky ("the Sandgap cell site"). The coordinates for the Sandgap cell site are North Latitude 37° 30' 13" by West Longitude 84° 06' 48".

Mountaineer Cellular has provided information regarding the structure of the tower, safety measures, and antenna design criteria for the Sandgap cell site. Based upon the application, the design of the tower and foundation conforms to applicable nationally recognized building standards, and a Registered Professional Engineer has certified the plans.

Because the affected area is not within the jurisdiction of a Planning Commission, pursuant to 807 KAR 5:063, Section 1, Mountaineer Cellular notified the Jackson County Judge/Executive of the pending construction. Mountaineer Cellular has filed applications with the Federal Aviation Administration ("FAA") and the Kentucky Airport Zoning Commission ("KAZC") seeking approval for the construction and operation of the Sandgap cell site. Both applications are pending.

Mountaineer Cellular has filed notices verifying that each person who owns property within 500 feet of the Sandgap cell site has been notified of the pending construction. The notice solicited any comments and informed the property owners of their right to request intervention. In addition, notice was published in the "*Jackson County Sun*" and posted in a visible location on the proposed site, as well as on the nearest public road, for at least two weeks after Mountaineer Cellular's application was filed. To date, no intervention requests have been received.

Pursuant to KRS 278.280, the Commission is required to determine proper practices to be observed when it finds, upon complaint or on its own motion, that the

facilities of any utility subject to its jurisdiction are unreasonable, unsafe, improper, or insufficient. To assist the Commission in its efforts to comply with this mandate, Mountaineer Cellular should notify the Commission if it does not use this antenna tower to provide cellular radio telecommunications services in the manner set out in its application and this Order. Upon receipt of such notice, the Commission may, on its own motion, institute proceedings to consider the proper practices, including removal of the unused antenna tower, which should be observed by Mountaineer Cellular.

The Commission, having considered the evidence of record and being otherwise sufficiently advised, finds that Mountaineer Cellular should be granted a Certificate of Public Convenience and Necessity to construct and operate the Sandgap cell site in RSA No. 10 under its previously approved tariff.

IT IS THEREFORE ORDERED that:

1. Mountaineer Cellular is granted a Certificate of Public Convenience and Necessity to construct and operate the Sandgap cell site.
2. Mountaineer Cellular shall file a copy of the final decisions regarding the pending FAA and KAZC applications for this cell site construction within 10 days of receiving these decisions.
3. Mountaineer Cellular shall immediately notify the Commission in writing, if, after the antenna tower is built and utility service is commenced, the tower is not used for a period of 3 months in the manner authorized by this Order.

Done at Frankfort, Kentucky, this 18th day of May, 1999.

By the Commission

ATTEST:

  
Executive Director



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

March 15, 1999

William K. Grigsby  
Manager  
Mountaineer Cellular General  
Partnership  
P. O. Box 1148  
Hindman, KY. 41822

RE: Case No. 99-064  
MOUNTAINEER CELLULAR L.L.C. DBA KENTUCKY CELLULAR

The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

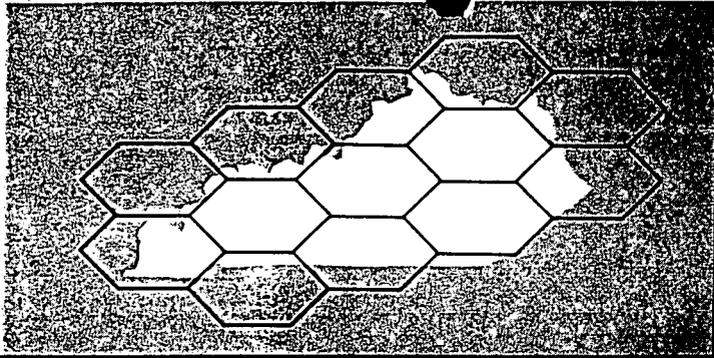
If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure



**Mountaineer Cellular  
General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

**FILED**

March 2, 1999

**MAR 04 1999  
PUBLIC SERVICE  
COMMISSION**

**RECEIVED**

**MAR - 4 1999  
PUBLIC SERVICE  
COMMISSION**

Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
730 Schenkel Lane  
Box 615  
Frankfort, KY 40602

RE: Application for the Issuance of a Certificate  
of Public Convenience and Necessity to construct  
a tower Case No. 99-064

Dear Ms. Helton:

Enclosed are the original and 5 copies of the  
Application for the Issuance of a Certificate of Public  
Convenience and Necessity to construct a tower at Sandgap,  
Ky. Case No. 99-064.

If you have any questions please call at (606)785-9550.

Sincerely,

William K. Grigsby

WKG/lw

Enclosures



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

March 5, 1999

William K. Grigsby  
Manager  
Mountaineer Cellular General  
Partnership  
P. O. Box 1148  
Hindman, KY. 41822

RE: Case No. 99-064  
MOUNTAINEER CELLULAR L.L.C. DBA KENTUCKY CELLULAR  
(Construct) CELL SITE - SANDGAP, JACKSON COUNTY, KY

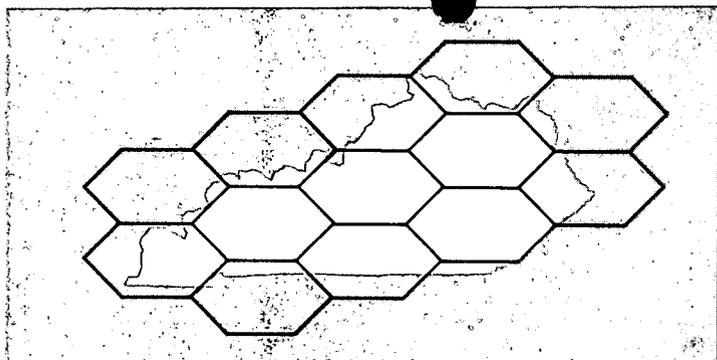
This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received March 4, 1999 and has been assigned Case No. 99-064. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie Bell  
Secretary of the Commission

SB/jc



**Mountaineer Cellular**  
**General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

**FILED**

March 2, 1999

**MAR 04 1999**  
**PUBLIC SERVICE**  
**COMMISSION**

**RECEIVED**

**MAR - 4 1999**

**PUBLIC SERVICE**  
**COMMISSION**

Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
730 Schenkel Lane  
Box 615  
Frankfort, KY 40602

RE: Application for the Issuance of a Certificate  
of Public Convenience and Necessity to construct  
a tower Case No. 99-064

Dear Ms. Helton:

Enclosed are the original and 5 copies of the  
Application for the Issuance of a Certificate of Public  
Convenience and Necessity to construct a tower at Sandgap,  
Ky. Case No. 99-064.

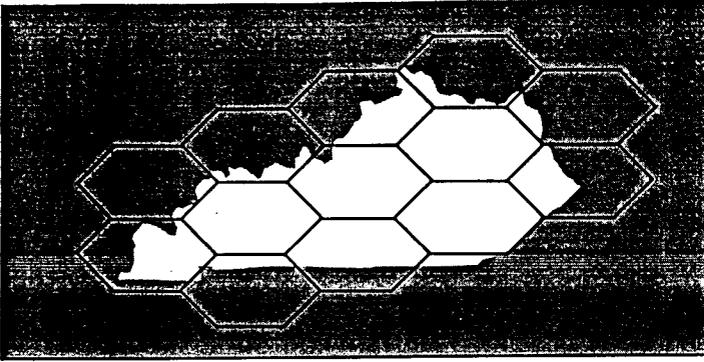
If you have any questions please call at (606)785-9550.

Sincerely,

William K. Grigsby

WKG/lw

Enclosures



**Mountaineer Cellular**  
**General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

February 20, 1999

Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, KY 40602

RECEIVED

MAR - 4 1999

PUBLIC SERVICE  
COMMISSION

RE: Pre-assignment of case number

Dear Ms. Helton:

Mountaineer Cellular Limited Liability Company will, within 30 days, be submitting an application for a certificate of Public Convenience and Necessity to construct a tower near Sand Gap, KY.

Mountaineer Cellular is via this letter requesting pre-assignment of a case number in order to file the application complete.

Sincerely,

William K. Grigsby  
Manager

NOTICE OF INTENT TO FILE A CELL SITE APPLICATION

February 27, 1999

Stephanie Bell  
Secretary of the Commission  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, KY 40601

RE: Case Number 99-064

Dear Ms. Bell:

This letter is to confirm my request for a case number on Feb. 24, 1999. The application is on behalf of Mountaineer Cellular Limited Liability Company, for a cell site located at Sandgap in Jackson, Kentucky. I was given Case Number 99-064. We intend to file the application no later than March 5, 1999, and we understand that the case number assigned to us in this matter may be reassigned if we have not submitted an application by this date. If there are any questions, you may contact William Grigsby at 606-785-9550. I thank you for your attention in this matter.

Sincerely,

  
William K. Grigsby

WKG/lw

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the matter of:

THE APPLICATION OF MOUNTAINEER CELLULAR )  
LIMITED LIABILITY COMPANY FOR THE ISSUANCE )  
OF A CERTIFICATE OF PUBLIC CONVENIENCE AND) CASE NO 99-064  
NECESSITY TO CONSTRUCT A TOWER )

In case number 91-002 Mountaineer Cellular Limited Liability Company was granted a Certificate of Public Convenience and Necessity by the Kentucky Public Service Commission to construct and operate a cellular radio telecommunications system for RSA 10.

In an effort to improve service in Northern Jackson County, Mountaineer Cellular Limited Liability Company Pursuant to KRS 278.020 Subsection 1 and 807 KAR 5:001 Section 9 is seeking the Commission's approval to construct a tower near Sandgap, Kentucky. The proposed tower will be a 180-foot self-supporting tower located 1.7 miles Northwest of the intersection of US Highway 421 and KY Highway 2004 in Jackson County. The proposed tower site is in a very rural area and therefore has no formal street address. A map showing the exact location is enclosed as Exhibit A. Detailed directions to the site are enclosed as Exhibit B.

Mountaineer Cellular's Limited Liability Company Agreement is hereby filed with the Commission as Exhibit P.

FAA and Kentucky Airport Zoning Commission approvals have been applied for but are still pending. Final approvals will be submitted to the commission at a later date. These applications are enclosed as Exhibit C.

No Federal Communications Commission approval is required prior to construction of this facility. Once service is established from this tower we must immediately notify the FCC of its operation. Prior approval is needed only if the proposed facility increases the size of the cellular geographic service area. This cell site will not expand the cellular geographic service area.

A geologist was employed to determine soil and rock types and to ascertain the distance to solid bedrock. The geotechnical report is enclosed as Exhibit D.

A copy of the tower design information is enclosed as Exhibit E. The proposed tower has been designed by engineers at UNR-Rohn of Peoria, Illinois and constructed under their supervision. Their qualifications are evidenced in Exhibit E by the seal and signature of the registered professional engineer responsible for this project.

The tower will be erected by A&D Communication of Cattletsburg, Kentucky. A&D has vast experience in the erection of communications towers.

As shown in Exhibit E our tower is designed to withstand 70 mile per hour winds and ½ inch radial ice.

Enclosed, as Exhibit F is a survey of the proposed tower site signed by a Kentucky registered professional engineer. There are 2 structures within 500 feet of the proposed tower as indicated in the Site Development Plan which is enclosed as Exhibit G. Exhibit H is a list of all property owners within 500' of the proposed tower.

Exhibit I is a vertical tower sketch showing the overall height of the proposed tower and the placement of all antennas. This information is also contained in the sealed drawings in Exhibit E.

All affected property owners were notified by certified mail of Mountaineer Cellular's proposal and informed of their right to intervene. They were given the docket number under which this application is filed. Enclosed, as Exhibit J is a copy of that notification.

Jackson County has no formal local planning unit. In absence of this unit the Jackson County Judge Executive's office was notified of Mountaineer Cellular Limited Liability Company's proposal and informed of their right to intervene. Enclosed as Exhibit K is a copy of that notification.

Exhibit L shows the annual costs of operating the proposed tower.

A sign 24"X48" which conforms with the Public Service Commissions guidelines issued on September 3, 1997, was posted on the site on March 3, 1999 and will remain posted for at least two weeks after filing of this application as specified by the PSC guidelines. A second such sign was posted at the nearest public road, Azbill Road, and will remain posted two weeks after this filing.

Enclosed, as Exhibit M is a copy of Mountaineer Cellular's deeds to the site.

Notice of the location of the proposed construction was published on March 3, 1999 in "The Jackson County Sun". The Jackson County Sun is the newspaper with the largest circulation in Jackson County. Exhibit O is a copy of that notice.

The proposed construction site is 278 feet from the nearest home. Prior to construction the site was Pasture.

Mountaineer Cellular's operation will not effect the use of nearby land nor its value. No more suitable site is available in the search area. A copy of the search area map is enclosed as Exhibit N. No other tower capable of supporting Mountaineer Cellular's load exists in the general area. Therefore there is no opportunity for co-location of our facilities with anyone else.

**SANDGAP**

**SCHEDULE OF EXHIBITS**

EXHIBIT A	LOCATION MAP
EXHIBIT B	DETAILED DIRECTIONS
EXHIBIT C	KENTUCKY AIRPORT ZONING COMMISSION FAA APPLICATIONS FOR APPROVAL
EXHIBIT D	GEOTECHNICAL REPORT
EXHIBIT E	TOWER DESIGN
EXHIBIT F	SURVEY MAP
EXHIBIT G	SITE DEVELOPMENT PLAN
EXHIBIT H	LIST OF PROPERTY OWNERS
EXHIBIT I	VERTICAL TOWER SKETCH
EXHIBIT J	PROPERTY OWNERS NOTIFICATION
EXHIBIT K	JACKSON COUNTY JUDGE EXECUTIVE NOTIFICATION
EXHIBIT L	FINANCIAL DATA
EXHIBIT M	DEED
EXHIBIT N	SEARCH AREA MAP
EXHIBIT O	PUBLIC NOTICE
EXHIBIT P	MOUNTAINEER CELLULAR LIMITED LIABILITY COMPANY AGREEMENT

Proposed site

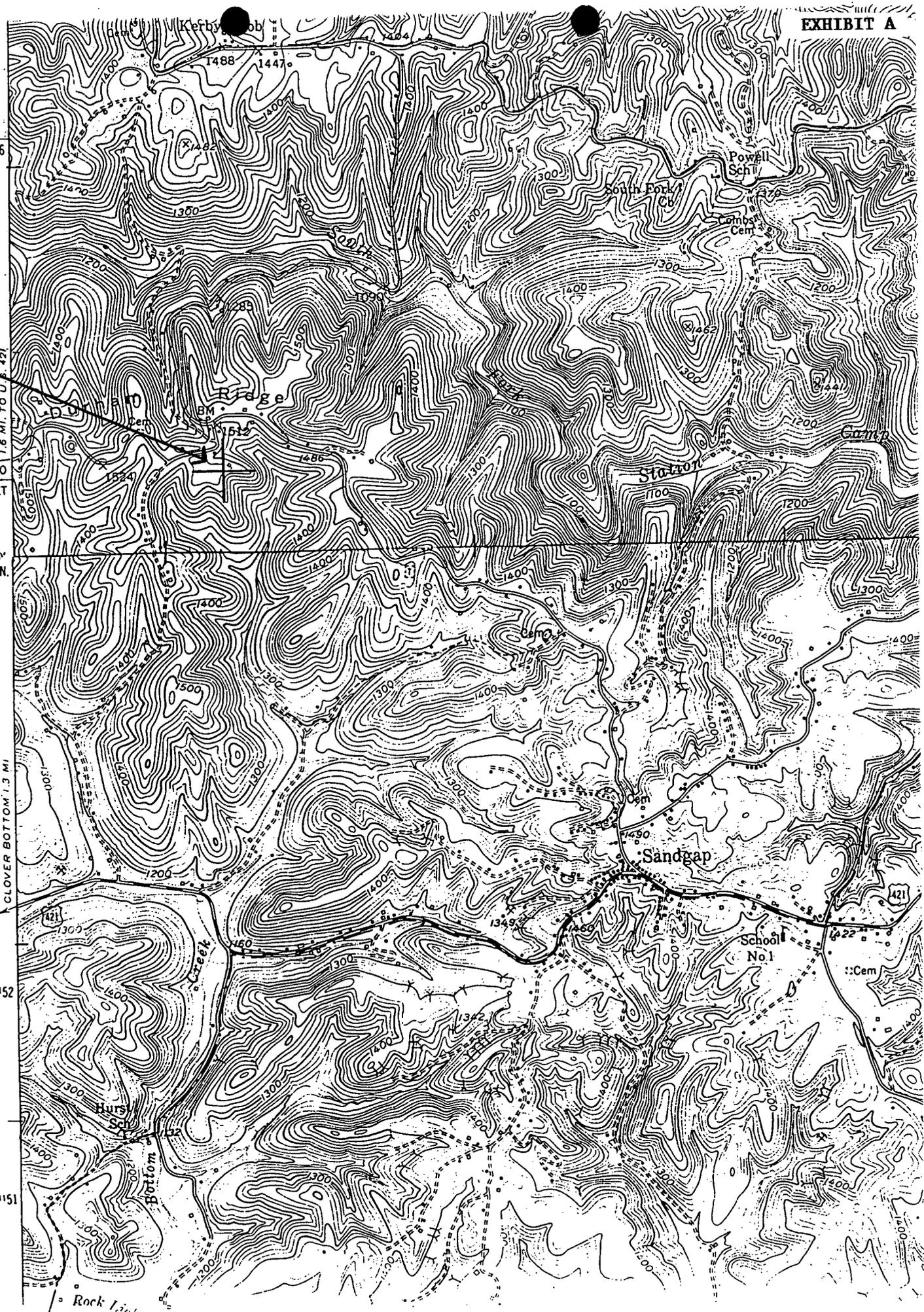
1.6 MI. TO U. 421  
430 000  
FEET

77°30'  
4154000m N.

RICHMOND 24 MI.  
CLOVER BOTTOM 1.3 MI

4152

4151



Rock Line

DIRECTIONS TO PROPOSED SANDGAP TOWER

From McKee take US 421 North 7.3 Miles to Sandgap. In Sandgap turn right on KY 2004. Take KY 2004 2.2 miles to Asbill Road. Turn left on Asbill Road. Go 0.1 mile to driveway on the left (Sandgap Bow Hunters Sign). Turn left on driveway go about 600 feet. The tower site is on the left near the corner of the fence. (BEWARE OF DOGS)

LUKAS, NACE, GUTIERREZ & SACHS

CHARTERED  
1111 NINETEENTH STREET, N.W.  
SUITE 1200  
WASHINGTON, D.C. 20036  
(202) 857-3500

EXHIBIT C

RUSSELL D. LUKAS  
DAVID L. NACE  
THOMAS GUTIERREZ  
ELIZABETH R. SACHS  
GEORGE L. LYON, JR.  
JOEL R. KASWELL  
PAMELA L. GIST  
DAVID A. LAFURIA  
J. JUSTIN McCLURE  
MARILYN SUCHECKI MENSE  
PAMELA GAARY HOLRAN  
B. LYNN F. RATNAVALE  
ELIZABETH H. CRONISE\*

\* NOT ADMITTED IN D.C.

\* ADMITTED ONLY IN VIRGINIA

November 3, 1998

CONSULTING ENGINEERS  
THOMAS G. ADCOCK, P.E.  
MEHRAN NAZARI  
ALI KUZEHKANANI  
LEROY A. ADAM  
LEILA REZANAVAZ

OF COUNSEL  
JOHN J. MCAVOY  
J.K. HAGE III\*

TELECOPIER  
(202) 842-4485

Email: lngs@fcclaw.com  
http://www.fcclaw.com

WRITER'S DIRECT DIAL

(202) 828-9489  
TELECOPIER  
(202) 828-8405

Federal Aviation Administration  
Southern Regional Office  
Air Traffic Division ASO-530  
P. O. Box 20636  
Atlanta, Georgia 30320

Attn: Ms. Jill Robertson

Dear Jill:

Enclosed please find one FAA Form 7460-1 (Notice of Proposed Construction) for a 180-foot tower structure with a 20-foot top mounted cellular antenna proposed near Sandgap, Kentucky. The site is located 1.5 miles NW of Sandgap.

The proponent, Mountaineer Cellular, LLC, is the licensee for cellular Block B service in Kentucky RSA 10-Powell. The transmitting system proposed at this site is Cellular Band B (880-890 MHz) at a maximum ERP not to exceed 500 Watts.

The transmitting system proposed for this site will be installed and maintained such that transmitter spurious radiation in the frequency range of 118 MHz to 137 MHz shall be attenuated at least 71 dB below the unmodulated carrier level.

Geographic coordinates are based on 1927 North American Datum.

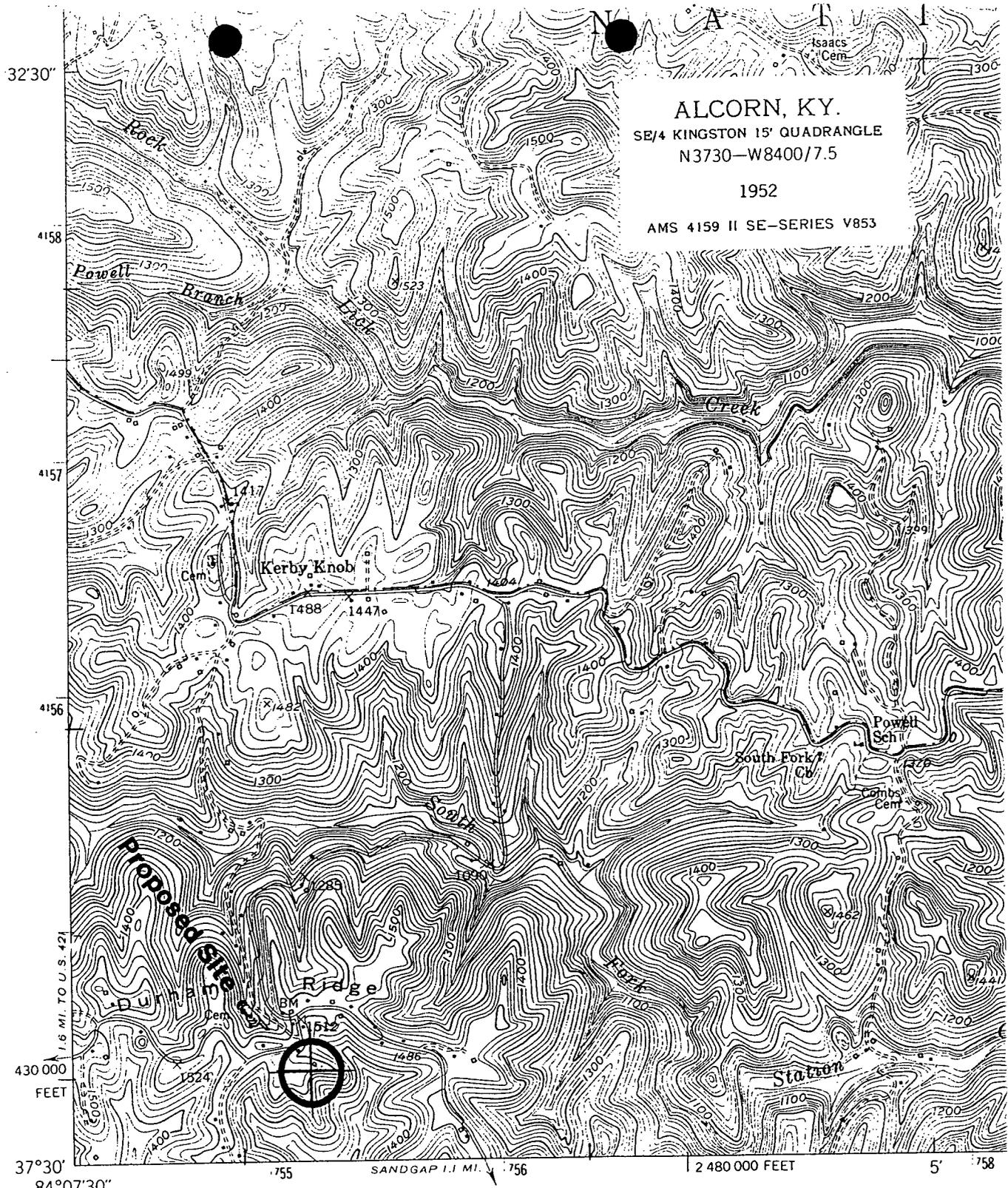
Should you have any questions or require additional information, please do not hesitate to call the undersigned at the above-identified telephone number.

Sincerely,

  
Leroy A. (Art) Adam  
Consulting Engineer

Enclosure  
678525 Robinson, N03





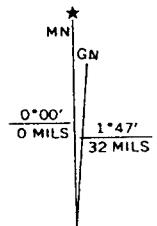
ALCORN, KY.  
 SE/4 KINGSTON 15' QUADRANGLE  
 N3730-W8400/7.5  
 1952  
 AMS 4159 II SE-SERIES V853

32°30'  
 4158  
 4157  
 4156  
 430 000  
 FEET  
 37°30'  
 84°07'30"

755 SANDGAP 1.1 MI. 756 2 480 000 FEET 5' 758

(JOHNETTA)  
 4158 I NW

Mapped, edited, and published by the Geological Survey  
 Control by USGS, USC&GS, and USFS  
 Topography from aerial photographs by KEK plotter  
 Aerial photographs taken 1950. Field check 1952  
 Polyconic projection. 1927 North American datum  
 10,000-foot grid based on Kentucky coordinate system,  
 south zone  
 1000-meter Universal Transverse Mercator grid ticks,  
 zone 16, shown in blue



UTM GRID AND 1952 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

LUKAS, NACE, GUTIERREZ & SACHS

CHARTERED  
1111 NINETEENTH STREET, N.W.  
SUITE 1200  
WASHINGTON, D.C. 20036  
(202) 857-3500

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ELIZABETH H. CRONISE\*

• NOT ADMITTED IN D.C.  
\*ADMITTED ONLY IN VIRGINIA

CONSULTING ENGINEERS  
THOMAS G. ADCOCK, P.E.  
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Email: lngs@fcclaw.com  
<http://www.fcclaw.com>

WRITER'S DIRECT DIAL

November 3, 1998

(202) 828-9489  
TELECOPIER  
(202) 828-8405

**VIA FEDERAL EXPRESS**

Mr. Ronald J. Bland, Administrator  
Kentucky Airport Zoning Commission  
421 Ann Street  
Frankfort, KY 40622

RE: Antenna Tower Construction Permit

Dear Mr. Bland:

Forwarded herewith in duplicate is a Form TC 56-50, "Application for Permit to Construct or Alter a Structure" for a communications tower near Sandgap (Jackson), Kentucky.

I believe the application together with its appendices is self-explanatory. However, should you have questions or need additional information please do not hesitate to call me at the telephone number identified above.

Thank you for your assistance.

Sincerely,

  
LeRoy A. (Art) Adam  
Consulting Engineer

LAA\678S25.N03

KENTUCKY TRANSPORTATION CABINET  
OFFICE OF AERONAUTICS  
421 ANN STREET  
FRANKFORT, KENTUCKY 40622

**Application for  
Permit to Construct  
or  
Alter a Structure**

—Instructions on Reverse Side of Form—

DO NOT FILL IN.

AERONAUTICAL STUDY NO.

APPLICANT - NAME & ADDRESS

Mountaineer Cellular, LLC  
c/o Lukas, Nace, Gutierrez & Sachs  
1111 19th Street, NW, Suite 1200  
Washington, DC 20036

TELEPHONE NO.

(202) 828-9489

**TYPE OF STRUCTURE**

1. CHECK ONE

New Construction       Alteration

2. CHECK ONE

Permanent       Temporary  
Length of time \_\_\_\_\_ months.

3. NATURE AND COMPLETE DESCRIPTION OF STRUCTURE

The proponent, Mountaineer Cellular, LLC, is the licensee for Cellular Block B service in Kentucky RSA 10-Powell. The transmitting system proposed at this site is Cellular Band B (880-890 MHz) operating at a maximum ERP not to exceed 500 Watts. The proposed antenna structure includes a 180' tower with a 19' top-mounted cellular antenna system.

4. County in which construction will take place Jackson

**LOCATION OF STRUCTURE -submit a map-**

5. COORDINATES (To nearest second)

LATITUDE		LONGITUDE	
37°	30'	126°	06'
		84"	48.2"

6. NEAREST CITY OR TOWN, & STATE

Sandgap, KY

(a) DISTANCE TO 6.      1.5 Miles

(b) DIRECTION TO 6.      SE

7. NAME OF NEAREST PUBLIC AIRPORT WITHIN KY. BOUNDARIES

Madison Co. (I30)

8. DISTANCE & DIRECTION TO NEAREST POINT OF NEAREST RUNWAY

13.5 miles at N316.5°E

9. HEIGHT & ELEVATION (Complete A, B & C to nearest foot)

A. ELEVATION OF SITE ABOVE MEAN SEA LEVEL

1520

B. HEIGHT OF STRUCTURE INCLUDING APPURTENANCES & LIGHTING (if any) ABOVE GROUND, OR WATER IF SO SITUATED

199

C. OVERALL HEIGHT ABOVE MEAN SEA LEVEL (A + B)

1719

10. WORK SCHEDULE DATES

A. WILL START  
3/15/99

B. WILL COMPLETE  
3/30/99

D. IF APPLICATION IS FOR CONSTRUCTION/ALTERATION OF AN OVERHEAD TRANSMISSION LINE OR STATIC WIRE WITH SPAN LENGTH 1000 FEET OR MORE. See Appendix E

11. CHECK IF COMPLETED STRUCTURE WILL BE

YES      NO

A. MARKED FOR THE PROTECTION OF AIR NAVIGATION

X

B. PAINTED AS SPECIFIED IN THE REGULATIONS OF THE COMMISSION RELATED TO OBSTRUCTION MARKING

X

C. LIGHTED AS SPECIFIED IN THE REGULATIONS OF THE COMMISSION RELATED TO OBSTRUCTION MARKING

X

12. HAS "NOTICE OF CONSTRUCTION OR ALTERATION" (Form 7460-1) BEEN FILED WITH FEDERAL AVIATION ADMINISTRATION FOR AIRSPACE CLEARANCE? IF SO, WHEN FILED? Yes; 11/03/98

13. CERTIFICATION — I Heraby Certify that all the above statements made by me are true, complete, and correct to the best of my knowledge and belief.

*LeRoy A. Adam*  
By LeRoy A. (Art) Adam, Consulting Engineer

Date 11/03/98

Signature & Title of Individual Authorized to Make this Certification.

PENALTY — See Reverse Side of this Form

COMMISSION ACTION

CHAIRMAN, KAZC (OR)  ADMINISTRATOR, KAZC

APPROVED   
DISAPPROVED

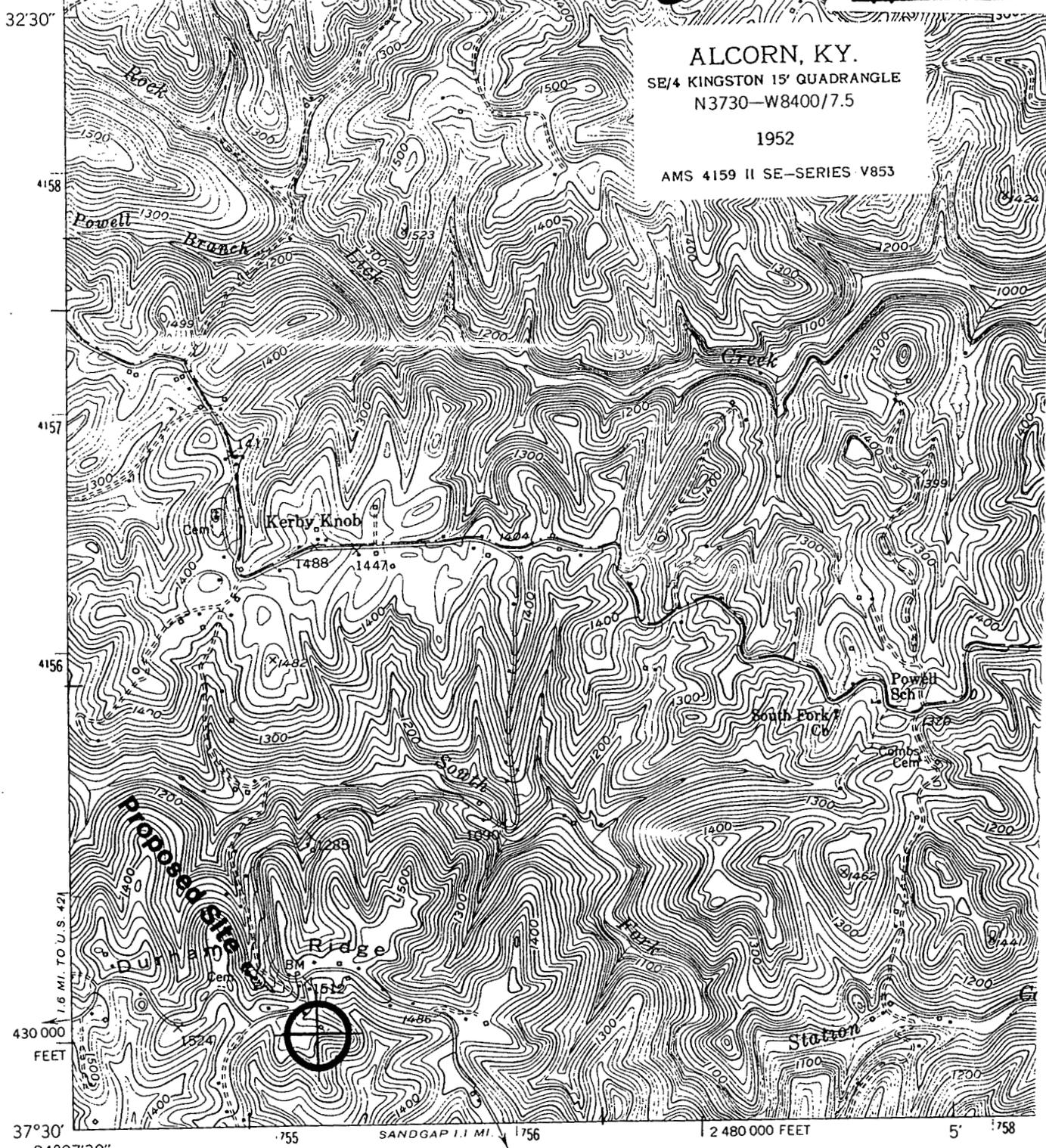
Date \_\_\_\_\_

ALCORN, KY.

SE/4 KINGSTON 15' QUADRANGLE  
N3730-W8400/7.5

1952

AMS 4159 II SE-SERIES V853



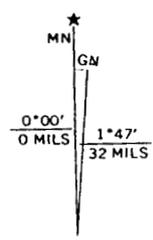
(JOHNETTA)  
4158 I/NW

Mapped, edited, and published by the Geological Survey

Control by USGS, USC&GS, and USFS

Topography from aerial photographs by KEK plotter  
Aerial photographs taken 1950. Field check 1952

Polyconic projection. 1927 North American datum  
10,000-foot grid based on Kentucky coordinate system,  
south zone  
1000-meter Universal Transverse Mercator grid ticks,  
zone 16, shown in blue



UTM GRID AND 1952 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

LUKAS, NACE, GUTIERREZ & SACHS

CHARTERED  
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November 3, 1998

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WRITER'S DIRECT DIAL

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TELECOPIER  
(202) 828-8405

Federal Aviation Administration  
Southern Regional Office  
Air Traffic Division ASO-530  
P. O. Box 20636  
Atlanta, Georgia 30320

Attn: Ms. Jill Robertson

Dear Jill:

Enclosed please find one FAA Form 7460-1 (Notice of Proposed Construction) for a 180-foot tower structure with a 20-foot top mounted cellular antenna proposed near Sandgap, Kentucky. The site is located 1.5 miles NW of Sandgap.

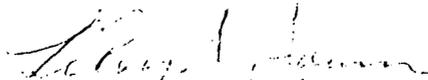
The proponent, Mountaineer Cellular, LLC, is the licensee for cellular Block B service in Kentucky RSA 10-Powell. The transmitting system proposed at this site is Cellular Band B (880-890 MHz) at a maximum ERP not to exceed 500 Watts.

The transmitting system proposed for this site will be installed and maintained such that transmitter spurious radiation in the frequency range of 118 MHz to 137 MHz shall be attenuated at least 71 dB below the unmodulated carrier level.

Geographic coordinates are based on 1927 North American Datum.

Should you have any questions or require additional information, please do not hesitate to call the undersigned at the above-identified telephone number.

Sincerely,

  
LeRoy A. (Art) Adam  
Consulting Engineer



**Notice of Proposed Construction or Alteration**  
Failure To Provide All Requested Information May Delay Processing Of Your Notice

**1. Nature of Proposal** **2. Complete Description of Structure**

<b>A. Type</b> <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration *	<b>B. Class</b> <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Duration _____ months)	<b>C. Work Schedule Dates</b> Beginning <u>3/15/99</u> End <u>3/30/99</u>
---	--	---

Please describe the proposed construction or alteration.

A. For proposals involving transmitting stations, include effective radiated power (ERP) and assigned frequency. If not known, give frequency band and maximum ERP.

B. For proposals involving overhead wire, transmission lines, etc., include the size and the configuration of the wires and their supporting structures.

C. For buildings, include site orientation, dimensions, and construction materials.

D. **Optional**— Describe the type of obstruction marking and lighting system desired. The FAA will consider this in their study.

\* If Alteration, provide previous FAA Aeronautical Study Number, if available :

**3A. Name, address, and telephone number of individual, company corporation, etc. proposing the construction or alteration.** (Number, Street, City, State, and Zip Code)  
**Mountaineer Cellular, LLC**  
**c/o Lukas, Nace, Gutierrez & Sachs, Chtd.**  
**1111 19th Street, NW, Suite 1200**  
**Washington, DC 20036**  
 Area Code 202 Telephone Number 857-3500

**3B. Name, address and telephone number of proponent's representative, if different than 3A. above.**  
**LeRoy A. (Art) Adam**  
**Lukas, Nace, Gutierrez & Sachs, Chtd.**  
**1111 19th Street, N.W., Suite 1200**  
**Washington, DC 20036**  
 Area Code 202 Telephone Number 828-9489

**4. Location Of Structure**

<b>A. Coordinates</b> (to hundredths of seconds, if known) Latitude <u>0</u> ' <u>37</u> " <u>30</u> ' <u>12</u> . <u>6</u> " <u>0</u> ' <u>84</u> " <u>06</u> ' <u>48</u> . <u>2</u> "	<b>B. Nearest City or Town and State</b> <u>Sandgap, KY</u>	<b>C. Nearest public or military airport, heliport, flightpark, or seaplane base</b> <u>Madison Co. (I30)</u> (1). Distance to 4B <u>1.5 mi.</u> (2). Direction to 4B <u>SE</u>
--	--	--

**5. Height and Elevation** (to nearest foot)

<b>A. Elevation of ground above mean sea level.</b> <u>1520'</u>	<b>B. Height of structure including all appurtenances and lighting above ground or water.</b> <u>199'</u>	<b>C. Overall height above mean sea level</b> <u>1719'</u>
---	--	---

**4D. Source for item 4A data.**  
 USGS 7.5' Quad Chart  Survey  Other Specify \_\_\_\_\_

Indicate the reference datum.  
 NAD 27  NAD 83  Other Specify \_\_\_\_\_

**4E. Description of site location with respect to highways, street, airports, prominent terrain, features, existing structures, etc.** Please attach a U.S. Geological Survey Map (or equivalent) showing the construction site. If available, attach a copy of a documented site survey with the surveyor's certification.

Notice is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1501). Persons who knowingly and willfully violate the Notice requirements of Part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to Section 901(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1471(a)) as well as the fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 902(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1472(a)).

I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date <u>11/03/98</u>	Typed or Printed Name and Title of Person Filing Notice <u>LeRoy A. Adam, Consulting Engineer</u>	Signature <i>LeRoy A. Adam</i>
-------------------------	--	-----------------------------------

**FOR FAA USE ONLY** FAA will either return this form or issue a separate acknowledgement.

**The Proposal:**

Does not require a notice to FAA  
 is not identified as an obstruction under any standard of FAR Part 77, Subpart C, and would not be a hazard to air navigation.  
 is identified as an obstruction under the standards of FAR Part 77, Subpart C, but would not be a hazard to air navigation.  
 Should be obstruction  marked  lighted per FAA Advisory Circular 70/7460-1, Chapters \_\_\_\_\_  
 Obstruction marking and lighting are not necessary.

Supplemental Notice of Construction, FAA Form 7460-2, is required any time the project is abandoned or:  
 At least 48 hours before the start of construction.  
 Within five days after the construction reaches its greatest height.  
 This determination expires on \_\_\_\_\_  
 (a) extended, revised or terminated by the issuing office;  
 (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit is made to the FCC on or before the above expiration date. In such cases the determination expires on the date prescribed by the FCC for completion of construction, or on the date the FCC denies the application.  
 NOTE: Request for extension of the effective period of this determination must be postmarked by delivered to the issuing office at least 45 days prior to the expiration date.  
 If the structure is subject to the licensing authority of the FCC, a copy of this determination will be sent to that agency.

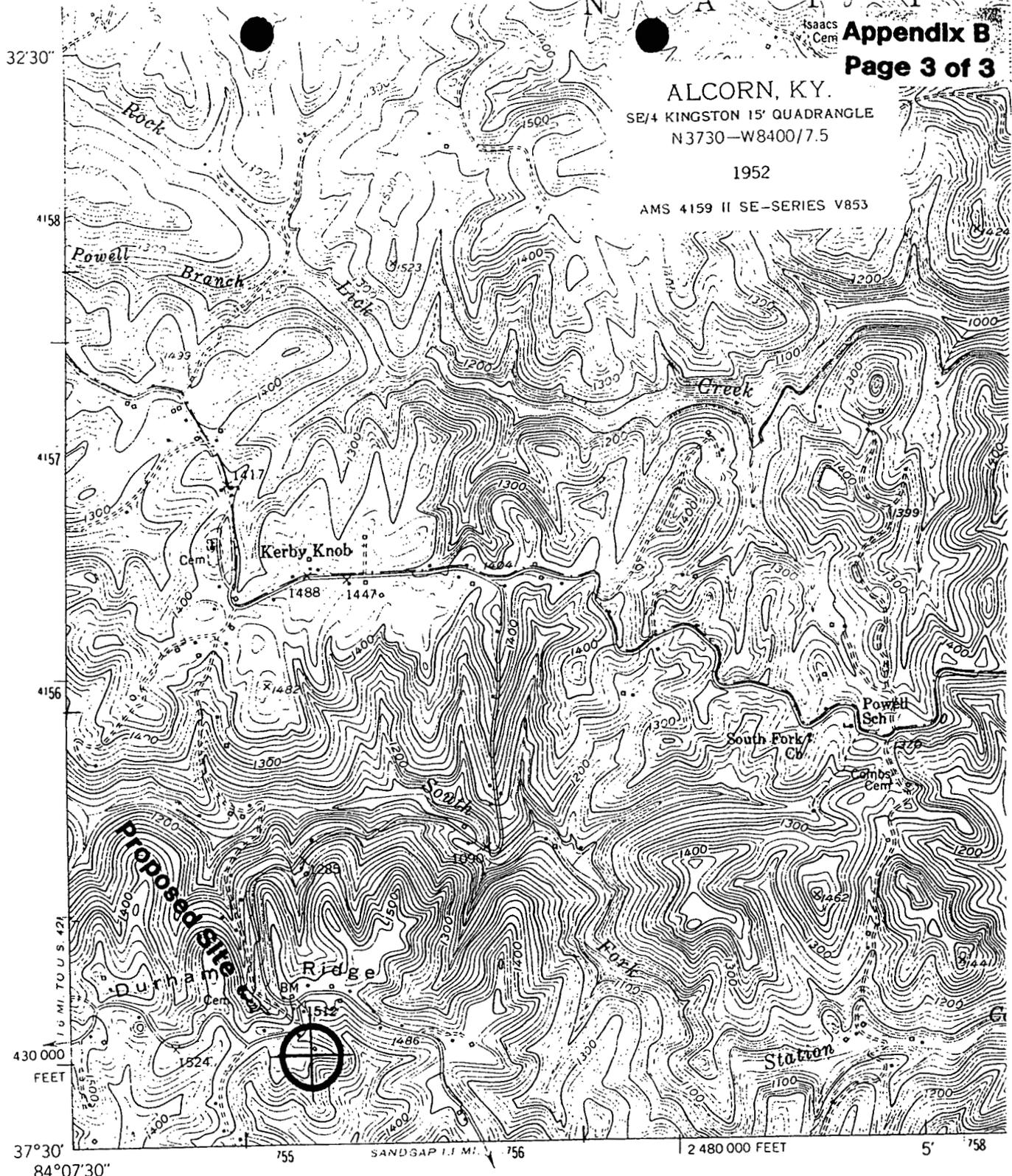
Remarks

<b>NAD 83 Coordinates</b> (to nearest hundredth of a second) Latitude _____ Longitude _____	Signature _____	Date _____
--	-----------------	------------

ALCORN, KY.  
SE/4 KINGSTON 15' QUADRANGLE  
N 3730—W 8400/7.5

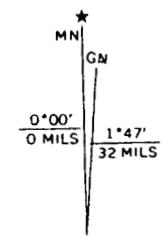
1952

AMS 4159 II SE—SERIES V 853



(JOHNETTA)  
4158 I NW

Mapped, edited, and published by the Geological Survey  
 Control by USGS, USC&GS, and USFS  
 Topography from aerial photographs by KEK plotter  
 Aerial photographs taken 1950. Field check 1952  
 Polyconic projection. 1927 North American datum  
 10,000-foot grid based on Kentucky coordinate system,  
 south zone  
 1000-meter Universal Transverse Mercator grid ticks,  
 zone 16, shown in blue



UTM GRID AND 1952 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

MARKING AND LIGHTING

The proposed tower structure will be marked and lighted in accordance with applicable Commission regulations.

## Appendix D

Mountaineer Cellular General Partnership, is the Band B licensee for cellular service in Kentucky Rural Service Area #10 ("KY-10 RSA"). The addition of a cellular base station for which the proposed tower is needed is a "permissive change" requiring only "notification" to the FCC rather than an "application for license." Therefore an application will not exist prior to construction of the cell; however, "notification" documentation similar to that included in an application will be prepared and can be made available at the time of filing with the FCC (i.e., the cellular base station activation date).

WENDELL R. HOLMES, P.G.  
54 Cherokee Drive  
EMMALENA, KY 41740  
(606) 785-0603

December 5, 1998

Sand Gap Tower Site

Purpose

A site assessment was conducted for Kentucky Cellular on a tract of land located in Jackson County near Sand Gap, Kentucky. The site of the proposed tower is now pastureland and forestland. The purpose of this investigation was to determine the depth to bedrock and of what type of rock the bedrock consists.

Site Investigation

To determine the depth to bedrock a steel rod was driven into the ground with a sledgehammer until refusal. This was done in several locations where the tower is to be located. One rock outcrop near the site was used to determine the type of Bedrock at the tower location. It was approximately 3.1 feet to the bedrock. (See attached page for descriptions of materials encountered.) The terrain in Jackson County is slightly steep to rolling. The sandstone formation below the site is approximately fifty feet, based on the information obtained from the outcrops and geological maps of the area.

Conclusions

The proposed tower site is located on a hilltop in the area. The sandstone bedrock on the proposed tower site is part of the weather-resistant Lee and Breathitt Formations and is lower to middle Pennsylvanian in age. Tests were not conducted to determine the load-bearing strength of the bedrock. However, it is apparent that the tower will be constructed on the sandstone bedrock formation.

Wendell R. Holmes and David T. Tackett, using generally accepted methods in the practice of geological science performed the fieldwork performed for this site.

Wendell R. Holmes, P.G.

*Wendell R. Holmes*

## Geologist Log

Location: Sand Gap Tower Site

Unit Thickness	Depth	Strata	Description
3.10'	3.10'	Sandy Loam	Yellowish Brown
10.00'	13.10'	Sandstone w/ Shale	Brown & Gray, Weathered

Conclusions

The proposed tower site is located on a hilltop in the area. The sandstone bedrock on the proposed tower site is part of the weather-resistant Lee and Breathitt Formations and is lower to middle Pennsylvanian in age. Tests were not conducted to determine the load-bearing strength of the bedrock. However, it is apparent that the tower will be constructed on the sandstone bedrock formation.

Wendell R. Holmes and David T. Tackett, using generally accepted methods in the practice of geological science performed the fieldwork performed for this site.

Wendell R. Holmes, P.G.

Wendell R. Holmes

World Headquarters  
6718 W. Plank Rd.  
Peoria, IL 61604 USA  
Ph: 309-697-4400  
FAX: 309-697-5612



PURCHASER: KENTUCKY CELLULAR

NAME OF PROJECT: SAND GAP, JACKSON COUNTY, KENTUCKY  
180 FT. MODEL SSV TOWER

ROHN FILE NUMBER: 39743TK

ROHN DRAWING NUMBER: C990628

I CERTIFY THAT THE ATTACHED STRESS ANALYSIS FOR THE REFERENCED TOWER  
WAS PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE LOADING  
CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED  
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF KENTUCKY.

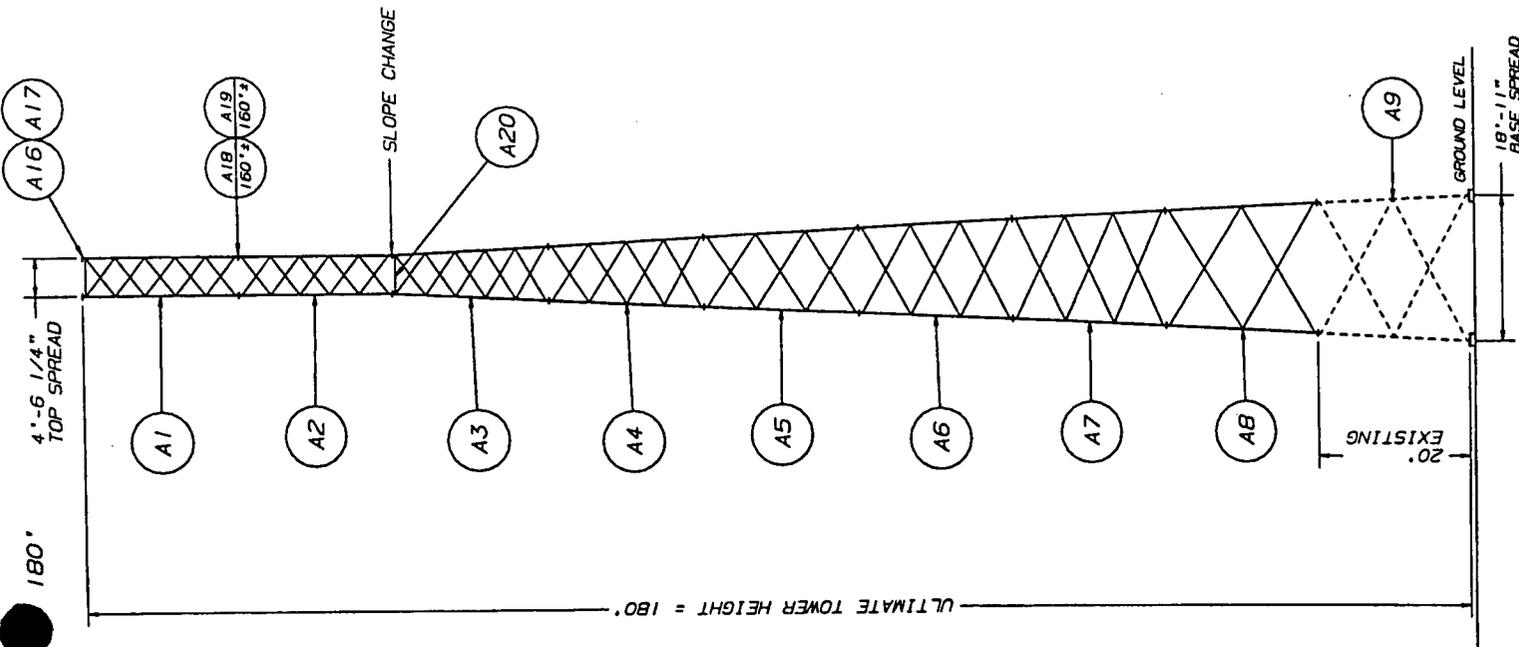
CERTIFIED BY: Thomas C. Selby

DATE: 1-22-97

TOWER HEIGHT = 180'

4'-6 1/4" TOP SPREAD

ULTIMATE TOWER HEIGHT = 180'

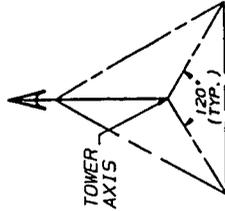


TOWER DESIGN LOADING				
DESIGN WIND LOAD PER ANSI/TIA/EIA-222-F-1996 TO MPH BASIC WIND SPEED (1/2" RAD. ICE LOAD).				
ELEVATION (FT.)	ANTENNA TYPE	E.P.A. (SF)		LINE SIZE
		NO. ICE	W/ICE	
TOP		34.50 TOTAL	47.10 TOTAL	4-7/8"
160	4-PD220 ANTENNAS W/4-6" SIDE ARMS 1-8" DIA. DISH W/RADOME (D)	45.0 TOTAL	45.0 TOTAL	1-5/8"
100	2-PD220 ANTENNAS W/2-6" SIDE ARMS	23.0 TOTAL	31.6 TOTAL	2-7/8"

THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:

NOTE: ANTENNA AZIMUTHS ARE SHOWN IN DEGREES WITH THE [BRACKETS].

(SEE NOTE #18)



TOWER CONFIGURATION  
(N.T.S.)

FOR GENERAL NOTES SEE DWG. NO.: CT990628.1-2  
FOR BILL OF MATERIAL SEE DWG. NO.: CM990628-1

TOWER SITE: SAND GAP, KY COUNTY: JACKSON

TOWER REACTIONS	
COMPRESSION	88.6 KIPS
TENSION	79.4 KIPS
TOTAL SHEAR	14.1 KIPS
O.T.M.	1347.0 KIPS

No. & Revision Description	Date	Rev. By	App. By
THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.			
Scale: NONE		By: JHN	Date: 1-13-99
Drawn:	Checked:	SA	01/15/99
App. Eng.:	HA	1/15/99	
Percent Filed:			
180' SSV REWORK TOWER ASSEMBLY FOR KENTUCKY CELLULAR		ROHN	
ENG. FILE:	DWG. NO.:	REV.	
39743TK	C990628	SHEET 1 OF 1	

## General Notes

1. ROHN communication tower designs conform to ANSI/TIA/EIA-222-F unless otherwise specified under tower design loading.
2. Antennas and lines listed in tower design loading table are provided by others unless otherwise specified.
3. The design loading criteria indicated has been provided to ROHN. The design loading criteria has been assumed to be based on site-specific data in accordance with ANSI/TIA/EIA-222-F and must be verified by others prior to installation.
4. See individual section assembly drawings for part numbers and section assembly details.
5. Step bolts are provided on one leg only for sections 6 through 11, and all three legs for sections 12 through 16 and all MW sections.
6. Refer to the latest revisions of the drawings shown in the bill of materials.
7. Pal nuts are provided for all tower and anchor bolts (see DWG. A790135).
8. The leg part number is stamped at the bottom of each leg of each section.
9. Design assumes level grade at tower site.
10. Work shall be in accordance with ANSI/TIA/EIA-222-F, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".
11. Tolerance on tower steel height is equal to plus 1% or minus 1/2%.
12. Purchaser shall verify the installation is in conformance with local, state, and federal requirements for obstruction marking and lighting.
13. Tower member design does not include stresses due to erection since erection equipment and conditions are unknown. Design assumes competent and qualified personnel will erect the tower.
14. Design assumes that, as a minimum, maintenance and inspection will be performed over the life of the structure in accordance with ANSI/TIA/EIA-222-F.
15. ROHN shall have the option to review final dish locations, azimuths and mounts to verify that assumed torque values and local stresses are not exceeded.
16. Tower orientation to be determined by others.
17. Dish azimuths shown are nominal azimuths used for design. Actual azimuths (to be determined by others) must not result in increased design loads.
18. The tower azimuth shown is a relative azimuth used to establish the relative position of antennas with respect to the tower for design.
19. Design assumes PD type antennas are mounted symmetrically to minimize torque.

This drawing is the property of ROHN. It is not to be reproduced, copied, or traced in whole or in part without our written consent.

# ROHN®

Scale: none	By	Date	<b>Title:</b> General Notes for Kentucky Cellular
Drawn:	JHN	1-13-99	
Checked:	SJA	01/15/99	
App. Eng.:	HA	1/15/99	
App. Sales:			
			<b>Eng. File:</b> 39743TK   <b>Drawing No.:</b> CT990628-1

## General Notes

20. One 8-hole waveguide ladder with 4'-0" on center rung spacing is provided from 10'± elevation to top of tower for snap-on hangers.
21. Step bolts with ROHN-LOC safety device are provided for climbing the entire tower height.
22. The purchaser shall verify that actual site soil parameters meet or exceed EIA "normal" soil parameters.
23. Dish mounts are to be provided by others except as noted.
24. Side arms are to be provided by others.
25. Numbers shown in balloons denote item numbers in bill of material.
26. This proposed tower consists of both newly fabricated steel provided by ROHN and existing tower components provided previously by ROHN. It is assumed that the existing tower components are in "like new" condition. Existing tower components have not been inspected by ROHN.

This drawing is the property of ROHN. It is not to be reproduced, copied, or traced in whole or in part without our written consent.

# ROHN®

Scale: none	By	Date	Title:  General Notes for KentuckyCellular	
Drawn:	JHN	1-13-99		
Checked:	SKA	01/15/99		
App. Eng.:	HA	1/15/99		
App. Sales:				
			Eng. File: 39743TK	Drawing No.: CT990628-2

DATE-01/12/99  
 TIME-09:56:48  
 LEVEL - 4R4.1NT

ROHN SELF-SUPPORTING TOWER ANALYSIS FOR Kentucky Cellular  
 Output is NOT to be reproduced without Rohn's written consent.- FILE NO. 39743TK-1

PAGE NO. 1  
 BY: JPG

NOTE-TOWER DESIGN, WIND PRESSURES, AND SHAPE FACTORS CONFORM TO STANDARDS SET BY TIA/EIA-222-F-1996.

*VHA*  
 1-12-99

A BRIEF DESCRIPTION OF THE DESIGN REQUIREMENTS FOLLOWS-

1. 180 FT SSV TOWER DESIGN
2. SITE: SAND GAP
3. DESIGN WIND LOAD: ANSI/TIA/EIA-222-F 1996
4. 70 MPH BASIC WIND SPEED-.5" RADIAL ICE LOAD
5. 1-8 HOLE W.G. LADDER 4' C.C.
6. STEP BOLTS W/ROHN-LOC
7. BOTTOM SECTION 13N141 INSTALLED
8. This data is located@ Z:\Engr\W\JPG\39743TK.ssv

INPUT PARAMETERS  
 \*\*\*\*\*

TOWER HEIGHT = 180.0 FEET  
 BASE ELEVATION = .0 FEET  
 WIND VELOCITY = 70.00 MPH

EXPOSURE = C  
 IMPORTANCE FACTOR = 1.000  
 RADIAL ICE = .00 IN.  
 Gh = 1.121

PROJ. AREA OF LADDER, ROUND = .000 SQ.FT/FT FACE = S  
 PROJ. AREA OF LADDER, FLAT = .019 SQ.FT/FT FACE = S  
 UNIFORM WEIGHT OF LADDER = .001 KIPS/FT

ESCALATED WINDLOADS ARE CALCULATED AT EACH SECTION MID-HEIGHT,  
 WINDLOADS ARE LISTED FROM TOP TO BOTTOM :

- FROM 180.0 FEET TO 160.0 FEET USE .0225 KSF
- FROM 160.0 FEET TO 140.0 FEET USE .0217 KSF
- FROM 140.0 FEET TO 120.0 FEET USE .0208 KSF
- FROM 120.0 FEET TO 100.0 FEET USE .0198 KSF
- FROM 100.0 FEET TO 80.0 FEET USE .0187 KSF
- FROM 80.0 FEET TO 60.0 FEET USE .0174 KSF
- FROM 60.0 FEET TO 40.0 FEET USE .0158 KSF
- FROM 40.0 FEET TO 20.0 FEET USE .0141 KSF
- FROM 20.0 FEET TO .0 FEET USE .0141 KSF

THIS ANALYSIS CONTROLS

DESCRIPTION OF LOADS	ANTENNA ELEVATION (FEET)	WIND PRESSURE (K/SQ-FT)	EFF. ANT. PROJ.AREA (SQ.FT.)	DEAD LOAD OF ANT. (KIPS)	PROJ. AREA OF APPURTENANCES (SQ.FT./FT.)				DEAD LOAD OF APPUR. (KIPS/FT)	EFF.PROJ. AREA*M.A. (SQ.FT-FT)	ASSUMED TORQUE (FT-K)
					ROUNDS	FACE	FLATS	FACE			
1-PD220 EACH ON 6' SA ---	180.0	.0228	.34.50	.65	.372	1	.279	1	.006	107.80	2.46
1-8' STD DISH W/RADOME --	160.0	.0221	.45.00	.80	.167	1	.000	0	.001	170.00	3.75
2-PD220 EACH ON 6' SA ---	100.0	.0193	.23.00	.35	.186	1	.000	0	.002	75.00	1.45

WINDLOAD ON TOWER SECTIONS AND SUMMARY OF WEIGHTS  
 \*\*\*\*\*

*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*COLUMN 1*	*COLUMN 2*	*COLUMN 3*	*COLUMN 4*	*COLUMN 5*	* COLUMN 6 *	*COLUMN 7*	*COLUMN 8*	*COLUMN 9*	
* TOWER *	*WIND ON *	*WIND ON *	* TOTAL *	* WEIGHT *	*WT. OF EA.*	* TOTAL *	*WT./SEC.*	* ACCUM. *	* ACCUM. *
*SECTION *	* SECTION*	*CONCENTR.*	*WIND FOR*	*OF HDWE.*	*SECTION W/*	* ACCUM- *	* OF TOWER*	* OF TOWER*	* WEIGHT *
* * *	* & UNIF.*	*EFF.PROJ*	*EA. TWR.*	*FOR EACH*	*ICE/HDWE.-*	* ULATED *	* STEEL *	* OF TOWER*	* OF TOWER*
* * *	* APPURT.*	* AREAS *	* SECTION*	* SECTION*	*IF PRESENT*	*SEC.WTS.*	* ONLY *	* STEEL *	* STEEL *
* NUMBER *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
6NST	..N	1.120	1.781	2.900	1.59	2.10	2.10	.51	.51
6NST	..N	1.124	.000	1.124	.16	.67	2.77	.51	1.02
7N	*.N	1.138	.000	1.138	.16	.80	3.57	.64 ( .09)	1.66
8N	.*N	1.272	.444	1.716	.51	1.26	4.82	.75 ( .05)	2.40
9NH	**N	1.387	.000	1.387	.20	1.13	5.96	.93 ( .09)	3.34
10NH	*.N	1.397	.000	1.397	.20	1.20	7.15	1.00 ( .05)	4.33
11N	*.N	1.514	.000	1.514	.20	1.78	8.93	1.58 ( .17)	5.91
12NH	..N	1.388	.000	1.388	.20	1.93	10.86	1.73	7.64
13NH	..N	1.503	.000	1.503	.20	2.16	13.02	1.96	9.60

TOTAL INCREASED TOWER WEIGHT, IN ADDITION TO THE STANDARD TOWER SECTIONS = .44 KIPS

\*\*\*\*\* SECTION STATUS INDICATORS \*\*\*\*\*

FOR EXAMPLE, 6NST

..N  
 ---...HORIZONTAL BRACE INDICATOR  
 | |...DIAGONAL BRACE INDICATOR  
 | |...LEG INDICATOR

INDICATORS ARE: . (PERIOD) ---- = MEMBER NOT BEEFED  
 \* (ASTERISK) -- = MEMBER BEEFED  
 ! (EXCLAMATION) = NO MEMBER LARGE ENOUGH  
 ? (QUESTION) -- = INCORRECT DATA  
 N ----- = NOT APPLICABLE

SHEARS, OVERTURNING MOMENTS AND LEG DATA  
 \*\*\*\*\*

*COLUMN 10*	*COLUMN 11*	*COLUMN 12*	*COLUMN 13*	*COLUMN 14*	*COLUMN 15*	*COLUMN 16*	*COLUMN 17*	*COLUMN 18*
* TOWER * * SECTION * * NUMBER *	* DIST- * * ANCE * * BELOW * * TOP * * (FT.) *	* APPROX. * * CENTER- * * OF LEGS * * (FT.) *	* TOTAL * * ACCUM. * * SHEAR ON * * TOWER * * (KIPS) *	* TOTAL * * OVER- * * TURNING * * MOMENTS * * (FT-KIPS) *	* MAXIMUM * * TENSION * * FOR ONE * * LEG * * (KIPS) *	* MAXIMUM * * COMP. * * FOR ONE * * LEG * * (KIPS) *	* MAXIMUM * * ALLOWABLE * * LEG * * CAPACITY * * (KIPS) *	* TOWER * * LEG * * DIMENSION * * (INCHES) *
6NST	..N 20.0	4.54	2.90	26.95	6.20	7.65[ .23]	33.73	PIPE2.0STD
6NST	..N 40.0	4.54	4.02	96.19	23.64	25.59[ .76]	33.73	PIPE2.0STD
7N	*.N 60.0	6.54	5.16	188.06	32.17	34.70[ .75]	46.02	PIPE2.0E.H
8N	*.N 80.0	8.54	6.88	304.04	39.71	43.13[ .82]	52.53	PIPE2.5STD
9NH	**N 100.0	10.61	8.27	455.49	47.85	52.09[ .80]	65.22	PIPE3.0STD
10NH	*.N 120.0	12.65	9.66	634.78	55.89	61.00[ .94]	65.22	PIPE3.0STD
11N	*.N 140.0	14.66	11.18	843.18	63.84	70.20[ .81]	87.12	PIPE3.0E.H
12NH	..N 160.0	16.70	12.56	1080.60	71.57	79.28[ .93]	85.60	PIPE3.5E.H
13NH	..N 180.0	18.70	14.07	1346.93	79.37	88.59[ .78]	114.13	PIPE4.0E.H

INSTALLED

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.  
 <<<< NOTE >>>> [ ] SHOWS LOAD/CAPACITY RATIO.

REACTIONS FOR FOUNDATION DESIGN  
 \*\*\*\*\*

COMPRESSION/LEG 88.59 KIPS  
 TENSION/LEG 79.37 KIPS  
 SHEAR/LEG 9.38 KIPS  
 TOTAL SHEAR 14.07 KIPS  
 OVERTURNING MOMENT 1346.93 FT-KIPS

ANCHOR BOLTS REQUIRED (12) 7/8"  $\phi$  x 60" AB-OK

EIA NORMAL SOIL FOUNDATION (13NH)  
 †  
 BASE SECTION (13N141) HAVE BEEN INSTALLED.

BRACING LOADS, SIZES AND BOLTS  
 \*\*\*\*\*

*COLUMN 19*	*COLUMN 20*	*COLUMN 21*	*COLUMN 22*	*COLUMN 23*	*COLUMN 24*	*COLUMN 25 *	*COLUMN 26*	*COLUMN 27*
* TOWER *	* HORIZ. *	* HORIZ. *	*REMAINING*	*MAX.AXIAL*	*AXIAL LD.*	*ANGLE/PIPE*	* BRACE *	*NO. & SIZE*
* SECTION *	* COMP. OF*	* COMP. *	* SHEAR TO*	*LOAD FOR *	* COLUMN *	*/SOLID RD.*	* BRACE *	* OF BRACE*
* NUMBER *	* SHEAR IN*	* OF LEG *	* BE TAKEN*	* TOWER *	*CAPACITY *	*BAR/ BRACE*	* CONNECT.*	* OF BOLTS *
	* ONE FACE*	* LOAD *	*BY BRACES*	* BRACING *	*OF BRACES*	* DIMENSION*	* CAPACITY*	*REQUIRED *
	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (INCHES) *	* (KIPS) *	*PER CONN.*
6NST ..N	3.514	.000	3.514	2.342 [ .65]	5.400	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
6NST ..N	4.263	.000	4.263	2.841 [ .78]	5.400	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
7N *.N	4.539	1.917	2.622	1.493 [ .42]	3.560	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
8N *.N	5.622	2.373	3.248	1.831 [ .56]	3.292	L1-3/4X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
9NH **N	6.344	2.861	3.483	2.007 [ .66]	3.023	L 2X2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
10NH *.N	7.141	3.345	3.797	2.097 [ .91]	2.307	L 2X2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
11N *.N	8.055	3.834	4.220	2.320 [ .45]	5.187	L 2.5X3/16	<M> 5.44	1-1/2 IN. DIA. .188 IN. CLIP
12NH ..N	8.906	4.314	4.592	2.701 [ .44]	6.120	L 3X3X3/16	<M> 6.80	1-5/8 IN. DIA. .250 IN. CLIP
13NH ..N	9.851	4.802	5.050	2.881 [ .56]	5.133	L 3X3X3/16	<M> 6.80	1-5/8 IN. DIA. .250 IN. CLIP

INSTALLED

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.  
 <<<< NOTE >>>> [ ] SHOWS MAX.LOAD/CAPACITY RATIO.

IF THE SYMBOL--(\*)--APPEARS AFTER THE BOLT SIZE, IT INDICATES THAT THREADS MUST BE EXCLUDED FROM SHEAR PLANES.  
 IF THE SYMBOL--(H)--APPEARS AFTER THE LOADS ABOVE, IT INDICATES THAT THE LOADS ARE FOR THE MAIN HORIZONTAL.  
 IF THE SYMBOL--\*--APPEARS AFTER THE CLIP SIZE, IT INDICATES THAT THE HORIZONTAL BRACE CONTROLLED THE CLIP AND BOLT SIZE.  
 IF THE SYMBOL--(+)--APPEARS AFTER THE DIAGONAL CAPACITY(COL. 24), IT INDICATES THE HORIZONTAL BRACE CAPACITY CONTROLS THE DIAGONAL BRACE CAPACITY.

THE LETTER APPEARING BEFORE THE CONNECTION CAPACITY IN COLUMN 26 INDICATES THE CONTROLLING FACTOR.  
 <B> = BRACE BOLT CONTROLS CONNECTION CAPACITY; <C> = BRACE CLIP CONTROLS; <M> = BRACE CONTROLS.

TWIST AND DEFLECTION DATA

*****					
*COLUMN 28*	*COLUMN 29*	*COLUMN 30*	*COLUMN 31*	*COLUMN 32*	
*****					
* TOWER *	* TWIST *	* TOTAL *	* DEFLEC- *	* TOTAL *	
* SECTION *	* FOR EACH *	* ACCUM- *	* TION FOR *	* ACCUM- *	
* NUMBER *	* TOWER *	* ULATED *	* EA. TOWER *	* ULATED *	
	* SECTION *	* TWIST *	* SECTION *	* DEFL. *	
	*(DEGREES)*	*(DEGREES)*	*(DEGREES)*	*(DEGREES)*	
*****					
6NST	..N	.186	.568	.048	1.069
6NST	..N	.186	.381	.220	1.021
7N	*.N	.081	.195	.178	.801
8N	*.N	.048	.115	.156	.623
9NH	**N	.027	.066	.120	.467
10NH	*.N	.020	.039	.121	.347
11N	*.N	.009	.019	.090	.226
12NH	..N	.005	.010	.074	.136
13NH	..N	.004	.004	.062	.062

DATE-01/12/99  
 TIME-09:58:08  
 LEVEL - 4R4.1NT  
 NOTE-TOWER DESIGN, WIND PRESSURES, AND SHAPE FACTORS CONFORM TO STANDARDS SET BY TIA/EIA-222-F-1996.

ROHN SELF-SUPPORTING TOWER ANALYSIS FOR Kentucky Cellular  
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PAGE NO. 1  
 BY: JPG

✓ AA  
 1-12-99

A BRIEF DESCRIPTION OF THE DESIGN REQUIREMENTS FOLLOWS-

1. 180 FT SSV TOWER DESIGN
2. SITE: SAND GAP
3. DESIGN WIND LOAD: ANSI/TIA/EIA-222-F 1996
4. 70 MPH BASIC WIND SPEED-.5" RADIAL ICE LOAD
5. 1-8 HOLE W.G. LADDER 4' C.C.
6. STEP BOLTS W/ROHN-LOC
7. BOTTOM SECTION 13N141 *INSTALLED*
8. This data is located @ Z:\Engr\W\JPG\39743TKi.ss

INPUT PARAMETERS  
 \*\*\*\*\*

TOWER HEIGHT = 180.0 FEET  
 BASE ELEVATION = .0 FEET  
 WIND VELOCITY = 70.00 MPH

EXPOSURE = C  
 IMPORTANCE FACTOR = 1.000  
 RADIAL ICE = .50 IN.  
 Gh = 1.121

PROJ. AREA OF LADDER, ROUND = .000 SQ.FT/FT FACE = S  
 PROJ. AREA OF LADDER, FLAT = .069 SQ.FT/FT FACE = S  
 UNIFORM WEIGHT OF LADDER = .001 KIPS/FT

ESCALATED WINDLOADS ARE CALCULATED AT EACH SECTION MID-HEIGHT,  
 WINDLOADS ARE LISTED FROM TOP TO BOTTOM :

FROM 180.0 FEET TO 160.0 FEET USE .0168 KSF  
 FROM 160.0 FEET TO 140.0 FEET USE .0163 KSF  
 FROM 140.0 FEET TO 120.0 FEET USE .0156 KSF  
 FROM 120.0 FEET TO 100.0 FEET USE .0149 KSF  
 FROM 100.0 FEET TO 80.0 FEET USE .0140 KSF  
 FROM 80.0 FEET TO 60.0 FEET USE .0131 KSF  
 FROM 60.0 FEET TO 40.0 FEET USE .0119 KSF  
 FROM 40.0 FEET TO 20.0 FEET USE .0105 KSF  
 FROM 20.0 FEET TO .0 FEET USE .0105 KSF

DOES NOT CONTROL

>>>>> >>> NOTE : ALL WIND PRESSURES HAVE BEEN REDUCED TO 75% OF ORIGINAL PRESSURES <<< <<<<<<

DESCRIPTION OF LOADS	ANTENNA ELEVATION (FEET)	WIND PRESSURE (K/SQ-FT)	EFF. ANT. PROJ.AREA (SQ.FT.)	DEAD LOAD OF ANT. (KIPS)	PROJ. AREA OF APPURTENANCES (SQ.FT./FT.)				DEAD LOAD OF APPUR. (KIPS/FT)	EFF.PROJ. AREA*M.A. (SQ.FT-FT)	ASSUMED TORQUE (FT-K)
					ROUNDS	FACE	FLATS	FACE			
4-PD220 EACH ON 6' SA ---	180.0	.0171	47.10	1.00	.708	1	.385	1	.014	147.20	2.52
1-8' STD DISH W/RADOME --	160.0	.0166	45.00	1.00	.251	1	.000	0	.002	170.00	2.81
2-PD220 EACH ON 6' SA ---	100.0	.0145	31.60	.55	.354	1	.000	0	.003	103.20	1.49

WINDLOAD ON TOWER SECTIONS AND SUMMARY OF WEIGHTS  
 \*\*\*\*\*

***** *COLUMN 1* * TOWER * * SECTION * *SECTION * * APPURT.* * NUMBER * *****	***** *COLUMN 2* *WIND ON * * SECTION* * & UNIF.* * APPURT.* * (KIPS) * *****	***** *COLUMN 3* *WIND ON * *CONCENTR.* *EFF.PROJ* * AREAS * * (KIPS) * *****	***** *COLUMN 4* * TOTAL * *WIND FOR* *EA. TWR.* * SECTION* * (KIPS) * *****	***** *COLUMN 5* * WEIGHT * *OF HDWE.* *FOR EACH* * SECTION* * (KIPS) * *****	***** * COLUMN 6 * * WT. OF EA.* *SECTION W/* *ICE/HDWE.-* *IF PRESENT* * (KIPS) * *****	***** *COLUMN 7* * TOTAL * * ACCUM- * * ULATED * *SEC.WTS.* * (KIPS) * *****	***** *COLUMN 8* *WT./SEC.* *OF TOWER* * STEEL * * ONLY * * (KIPS) * *****	***** *COLUMN 9* * ACCUM. * * WEIGHT * *OF TOWER* * STEEL * * (KIPS) * *****
6NST-1 ..N	1.106	1.551	2.658	2.30	3.18	3.18	.51	.51
6NST-1 ..N	1.116	.000	1.116	.34	1.22	4.40	.51	1.02
7N-1 *.N	1.127	.000	1.127	.34	1.38	5.78	.64 ( .09)	1.66
8N-1 *.N	1.231	.457	1.688	.89	2.08	7.85	.75 ( .05)	2.40
9NH-1 **N	1.336	.000	1.336	.40	1.81	9.67	.93 ( .09)	3.34
10NH-1 *.N	1.343	.000	1.343	.40	1.97	11.63	1.00 ( .05)	4.33
11N-1 *.N	1.414	.000	1.414	.40	2.74	14.37	1.58 ( .17)	5.91
12NH-1 ..N	1.277	.000	1.277	.40	2.88	17.25	1.73	7.64
13NH-1 ..N	1.373	.000	1.373	.40	3.25	20.50	1.96	9.60

TOTAL INCREASED TOWER WEIGHT, IN ADDITION TO THE STANDARD TOWER SECTIONS = .44 KIPS

\*\*\*\*\* SECTION STATUS INDICATORS \*\*\*\*\*

FOR EXAMPLE, 6NST-1

..N  
 ---...HORIZONTAL BRACE INDICATOR  
 |...DIAGONAL BRACE INDICATOR  
 .....LEG INDICATOR

INDICATORS ARE: . (PERIOD) ---- = MEMBER NOT BEEFED  
 \* (ASTERISK) -- = MEMBER BEEFED  
 ! (EXCLAMATION) = NO MEMBER LARGE ENOUGH  
 ? (QUESTION) -- = INCORRECT DATA  
 N ----- = NOT APPLICABLE

SHEARS, OVERTURNING MOMENTS AND LEG DATA  
 \*\*\*\*\*

*COLUMN 10*	*COLUMN 11*	*COLUMN 12*	*COLUMN 13*	*COLUMN 14*	*COLUMN 15*	*COLUMN 16*	*COLUMN 17*	*COLUMN 18*
* TOWER * * SECTION * * NUMBER *	* DIST- * * ANCE * * BELOW * * TOP * * (FT.) *	* APPROX. * * CENTER- * * CENTER * * OF LEGS * * (FT.) *	* TOTAL * * ACCUM. * * SHEAR ON * * TOWER * * (KIPS) *	* TOTAL * * OVER- * * TURNING * * MOMENTS * * (FT-KIPS)*	* MAXIMUM * * TENSION * * FOR ONE * * LEG * * (KIPS) *	* MAXIMUM * * COMP. * * FOR ONE * * LEG * * (KIPS) *	* MAXIMUM * * ALLOWABLE* * LEG * * CAPACITY * * (KIPS) *	* TOWER * * LEG * * DIMENSION* * * * (INCHES) *
6NST-1	.N 20.0	4.54	2.66	27.19	5.96	8.18[ .24]	33.73	PIPE2.0STD
6NST-1	.N 40.0	4.54	3.77	91.51	22.02	25.17[ .75]	33.73	PIPE2.0STD
7N-1	*.N 60.0	6.54	4.90	178.26	29.87	34.05[ .74]	46.02	PIPE2.0E.H
8N-1	*.N 80.0	8.54	6.59	288.59	36.84	42.52[ .81]	52.53	PIPE2.5STD
9NH-1	**N 100.0	10.61	7.93	433.74	44.55	51.56[ .79]	65.22	PIPE3.0STD
10NH-1	*.N 120.0	12.65	9.27	605.68	52.11	60.57[ .93]	65.22	PIPE3.0STD
11N-1	*.N 140.0	14.66	10.68	805.20	59.47	69.89[ .80]	87.12	PIPE3.0E.H
12NH-1	.N 160.0	16.70	11.96	1031.62	66.55	79.03[ .92]	85.60	PIPE3.5E.H
13NH-1	.N 180.0	18.70	13.33	1284.54	73.59	88.37[ .77]	114.13	PIPE4.0E.H

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.  
 <<<< NOTE >>>> [ ] SHOWS LOAD/CAPACITY RATIO.

REACTIONS FOR FOUNDATION DESIGN  
 \*\*\*\*\*

COMPRESSION/LEG 88.37 KIPS  
 TENSION/LEG 73.59 KIPS  
 SHEAR/LEG 8.89 KIPS  
 TOTAL SHEAR 13.33 KIPS  
 OVERTURNING MOMENT 1284.54 FT-KIPS

ANCHOR BOLTS REQUIRED \_\_\_\_\_

BRACING LOADS, SIZES AND BOLTS  
 \*\*\*\*\*

*COLUMN 19*	*COLUMN 20*	*COLUMN 21*	*COLUMN 22*	*COLUMN 23*	*COLUMN 24*	*COLUMN 25*	*COLUMN 26*	*COLUMN 27*
* TOWER * * SECTION * * NUMBER *	* HORIZ. * * COMP. OF * * SHEAR IN * * ONE FACE * * (KIPS) *	* HORIZ. * * COMP. * * OF LEG * * LOAD * * (KIPS) *	*REMAINING* * SHEAR TO* * BE TAKEN* * BY BRACES* * (KIPS) *	*MAX.AXIAL* *LOAD FOR * * TOWER * * BRACING * * (KIPS) *	*AXIAL LD.* * COLUMN * *CAPACITY * *OF BRACES* * (KIPS) *	*ANGLE/PIPE* */SOLID RD.* *BAR/ BRACE* * DIMENSION* * (INCHES) *	* * * BRACE * * CONNECT.* * CAPACITY* * (KIPS) *	*NO.& SIZE* * OF BRACE* * BOLTS * *REQUIRED * *PER CONN.*
6NST-1 ..N	3.129	.000	3.129	2.085 [ .58]	5.400	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
6NST-1 ..N	3.873	.000	3.873	2.581 [ .71]	5.400	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
7N-1 *.N	4.209	1.817	2.392	1.362 [ .38]	3.560	L1-1/2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
8N-1 *.N	5.316	2.253	3.063	1.727 [ .52]	3.292	L1-3/4X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
9NH-1 **N	6.027	2.725	3.302	1.903 [ .63]	3.023	L 2X2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
10NH-1 *.N	6.802	3.191	3.611	1.995 [ .86]	2.307	L 2X2X1/8	<M> 3.63	1-1/2 IN. DIA. .188 IN. CLIP
11N-1 *.N	7.660	3.662	3.998	2.197 [ .42]	5.187	L 2.5X3/16	<M> 5.44	1-1/2 IN. DIA. .188 IN. CLIP
12NH-1 ..N	8.445	4.118	4.327	2.545 [ .42]	6.120	L 3X3X3/16	<M> 6.80	1-5/8 IN. DIA. .250 IN. CLIP
13NH-1 ..N	9.310	4.579	4.731	2.699 [ .53]	5.133	L 3X3X3/16	<M> 6.80	1-5/8 IN. DIA. .250 IN. CLIP

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.  
 <<<< NOTE >>>> [ ] SHOWS MAX.LOAD/CAPACITY RATIO.

IF THE SYMBOL--(\*)--APPEARS AFTER THE BOLT SIZE, IT INDICATES THAT THREADS MUST BE EXCLUDED FROM SHEAR PLANES.  
 IF THE SYMBOL--(H)--APPEARS AFTER THE LOADS ABOVE, IT INDICATES THAT THE LOADS ARE FOR THE MAIN HORIZONTAL.  
 IF THE SYMBOL--\*--APPEARS AFTER THE CLIP SIZE, IT INDICATES THAT THE HORIZONTAL BRACE CONTROLLED THE CLIP AND BOLT SIZE.  
 IF THE SYMBOL--(+)--APPEARS AFTER THE DIAGONAL CAPACITY(COL. 24), IT INDICATES THE HORIZONTAL BRACE CAPACITY CONTROLS THE DIAGONAL BRACE CAPACITY.

THE LETTER APPEARING BEFORE THE CONNECTION CAPACITY IN COLUMN 26 INDICATES THE CONTROLLING FACTOR.  
 <B> = BRACE BOLT CONTROLS CONNECTION CAPACITY; <C> = BRACE CLIP CONTROLS; <M> = BRACE CONTROLS.

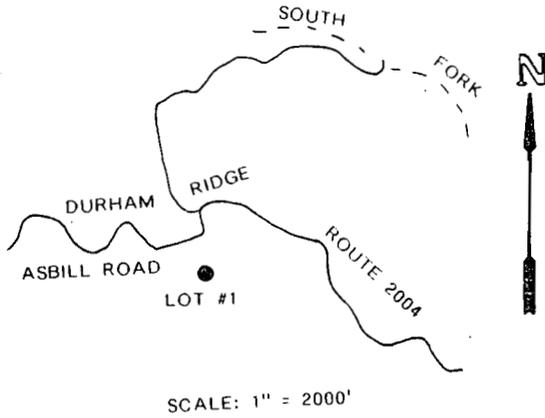
TWIST AND DEFLECTION DATA  
 \*\*\*\*\*

***** *COLUMN 28* *****	***** *COLUMN 29* *****	***** *COLUMN 30* *****	***** *COLUMN 31* *****	***** *COLUMN 32* *****
* TOWER * * SECTION * * NUMBER *	* TWIST * * FOR EACH * * TOWER * * SECTION * *(DEGREES)*	* TOTAL * * ACCUM- * * ULATED * * TWIST * *(DEGREES)*	* DEFLEC- * * TION FOR * *EA. TOWER* * SECTION * *(DEGREES)*	* TOTAL * * ACCUM- * * ULATED * * DEFL. * *(DEGREES)*
*****	*****	*****	*****	*****
6NST-1 .N	.160	.491	.048	1.022
6NST-1 .N	.160	.331	.212	.974
7N-1 *.N	.069	.171	.169	.762
8N-1 *.N	.043	.102	.148	.593
9NH-1 **N	.024	.059	.114	.445
10NH-1 *.N	.018	.035	.115	.331
11N-1 *.N	.008	.017	.086	.216
12NH-1 .N	.005	.009	.071	.130
13NH-1 .N	.004	.004	.059	.059

MIKE & LISA ENGLAND PF

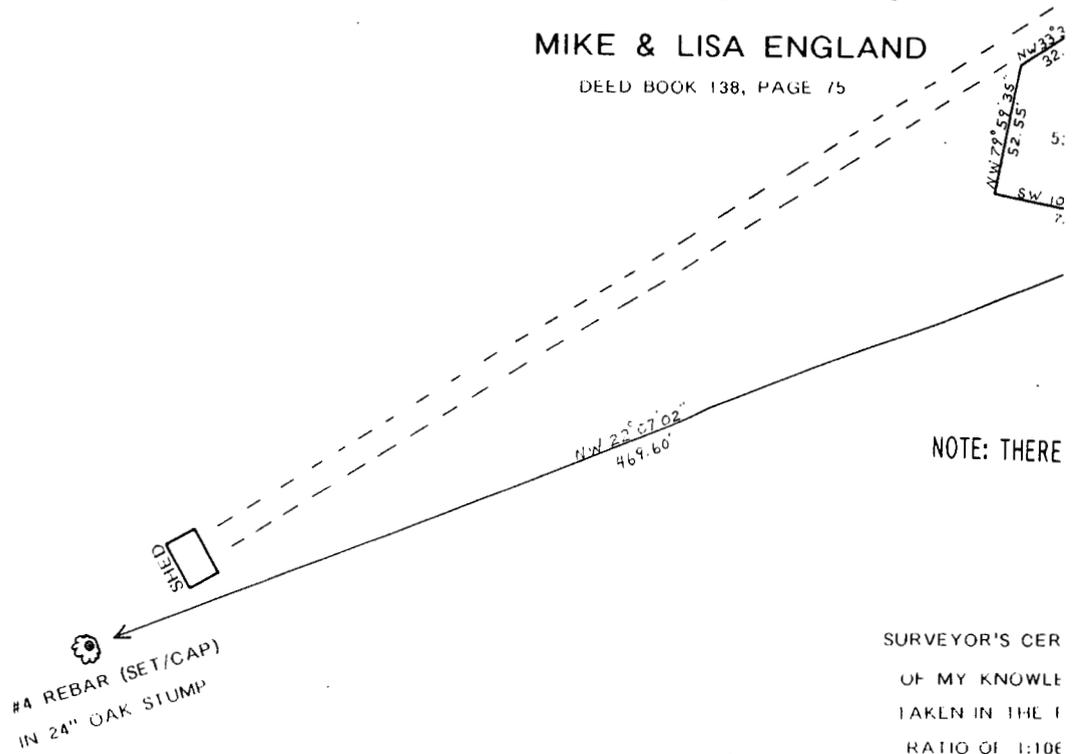
LATITUDE: 37° 30' 10"  
LONGITUDE: 84° 06' 50"

VICINITY MAP



MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75

LOT #1  
MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75



MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75

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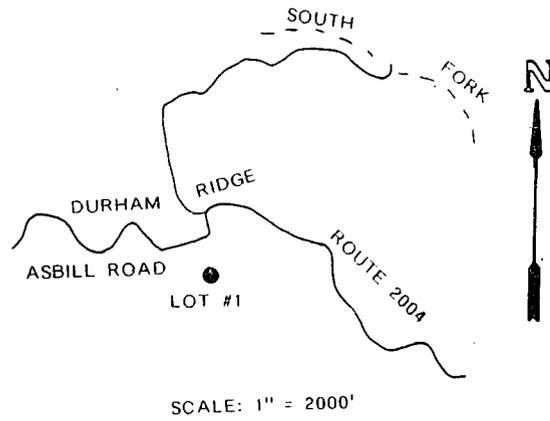
GRAPHIC SCALE



LATITUDE: 37° 30' 10'

LONGITUDE: 84° 06' 50'

VICINITY MAP

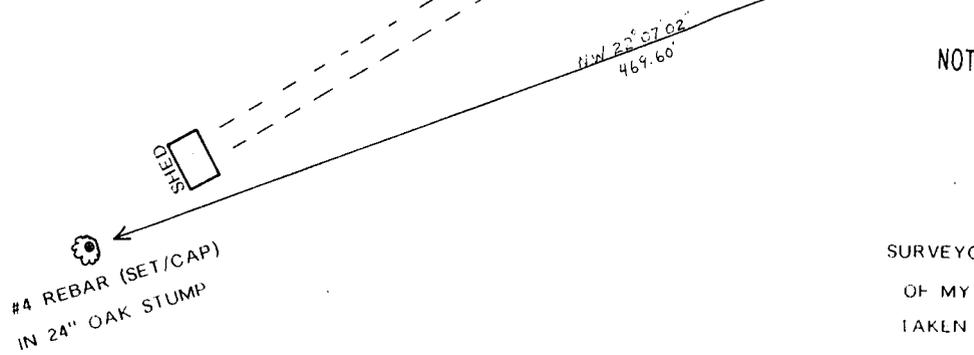


MIKE & LISA ENG  
DEED BOOK 138, PAGE

LOT #1

MIKE & LISA ENGLAND

DEED BOOK 138, PAGE 75



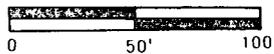
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RATIO

MIKE & LISA ENGLAND

DEED BOOK 138, PAGE 75

GRAPHIC SCALE

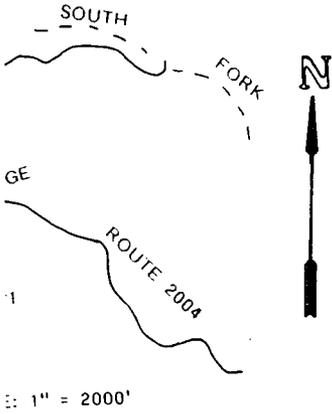


SCALE: 1" = 50'

# MIKE & LISA ENGLAND PROPERTY SURVEY

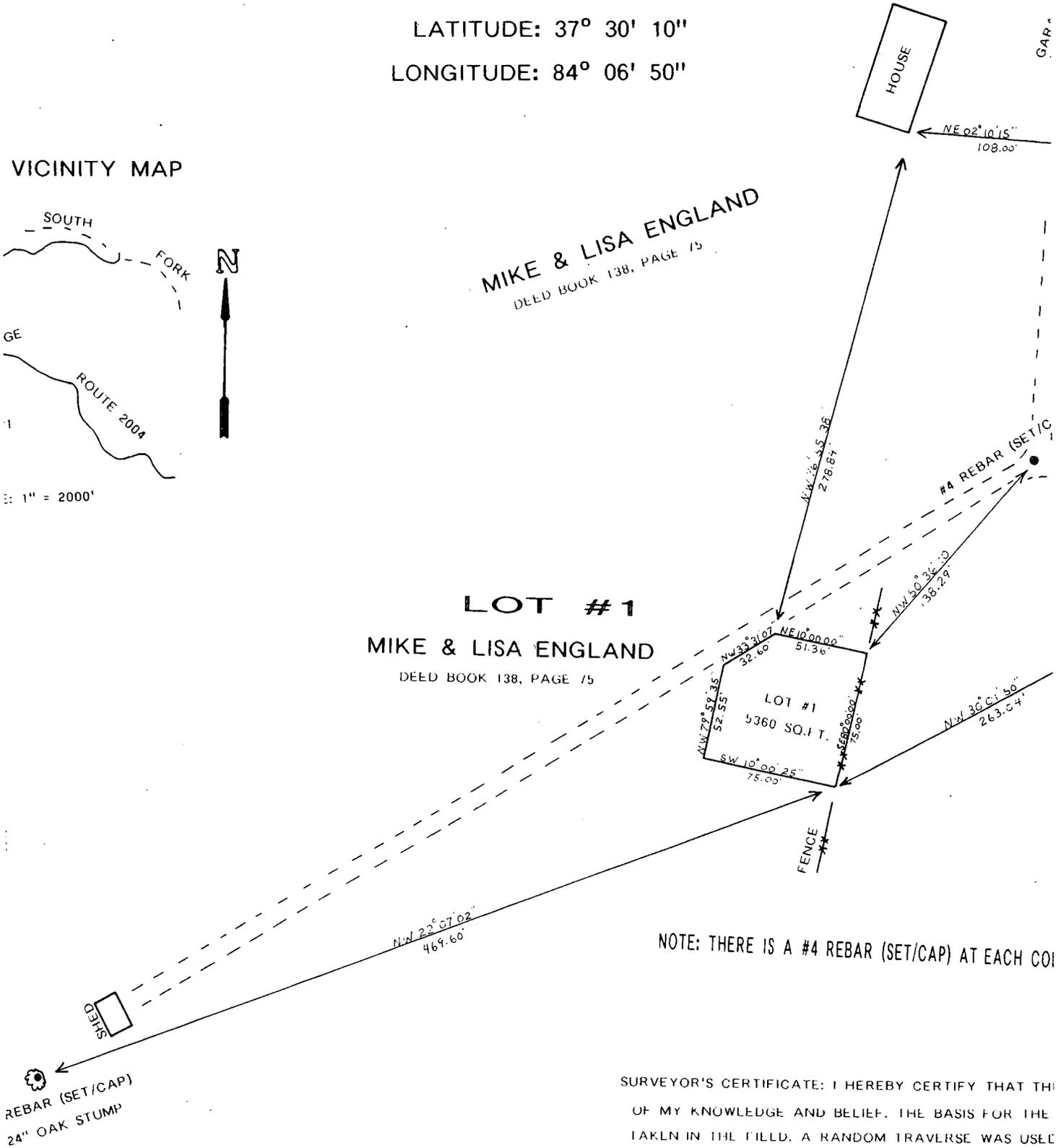
LATITUDE: 37° 30' 10"  
 LONGITUDE: 84° 06' 50"

## VICINITY MAP



MIKE & LISA ENGLAND  
 DEED BOOK 138, PAGE 75

LOT #1  
 MIKE & LISA ENGLAND  
 DEED BOOK 138, PAGE 75



NOTE: THERE IS A #4 REBAR (SET/CAP) AT EACH CORNER

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS SURVEY WAS MADE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE BASIS FOR THE SURVEY WAS THE DATA TAKEN IN THE FIELD. A RANDOM TRAVERSE WAS USED AND A SCALE RATIO OF 1:10629 OBTAINED. BEARINGS AND DISTANCES ARE AS SHOWN.

MIKE & LISA ENGLAND  
 DEED BOOK 138, PAGE 75

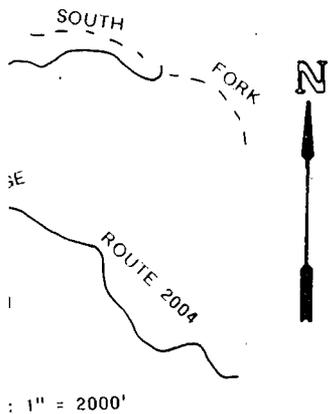
*Randall L. Coleman*  
 RANDALL L. COLEMAN LS#2437 DAT

GRAPHIC SCALE

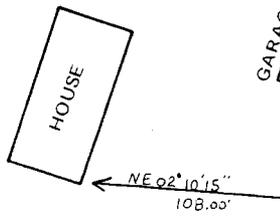


LATITUDE: 37° 30' 10"  
LONGITUDE: 84° 06' 50"

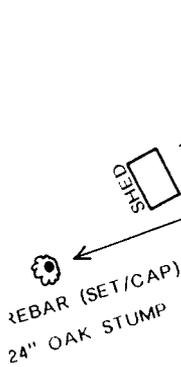
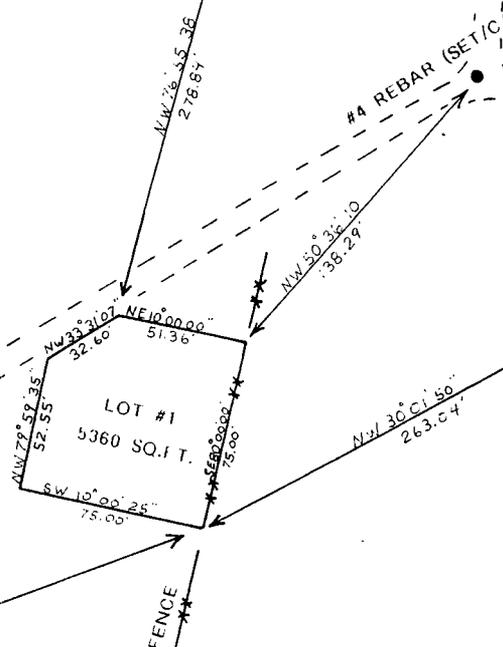
VICINITY MAP



MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75



LOT #1  
MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75

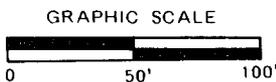


NOTE: THERE IS A #4 REBAR (SET/CAP) AT EACH COR

MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 75

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THE...  
OF MY KNOWLEDGE AND BELIEF. THE BASIS FOR THE...  
TAKEN IN THE FIELD. A RANDOM TRAVELSE WAS USED...  
RATIO OF 1:10629 OBTAINED. BEARINGS AND DISTANCE

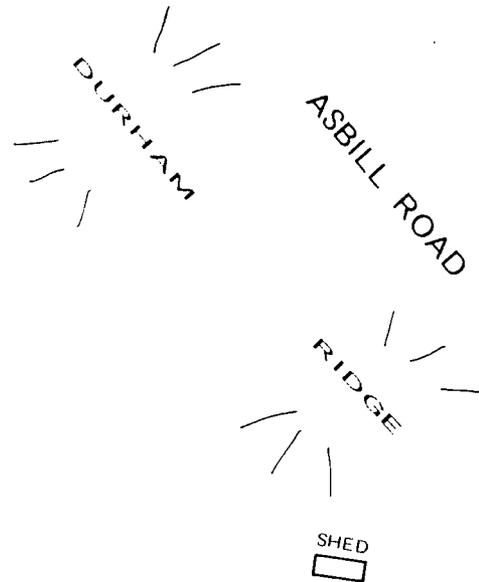
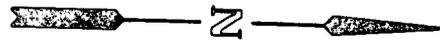
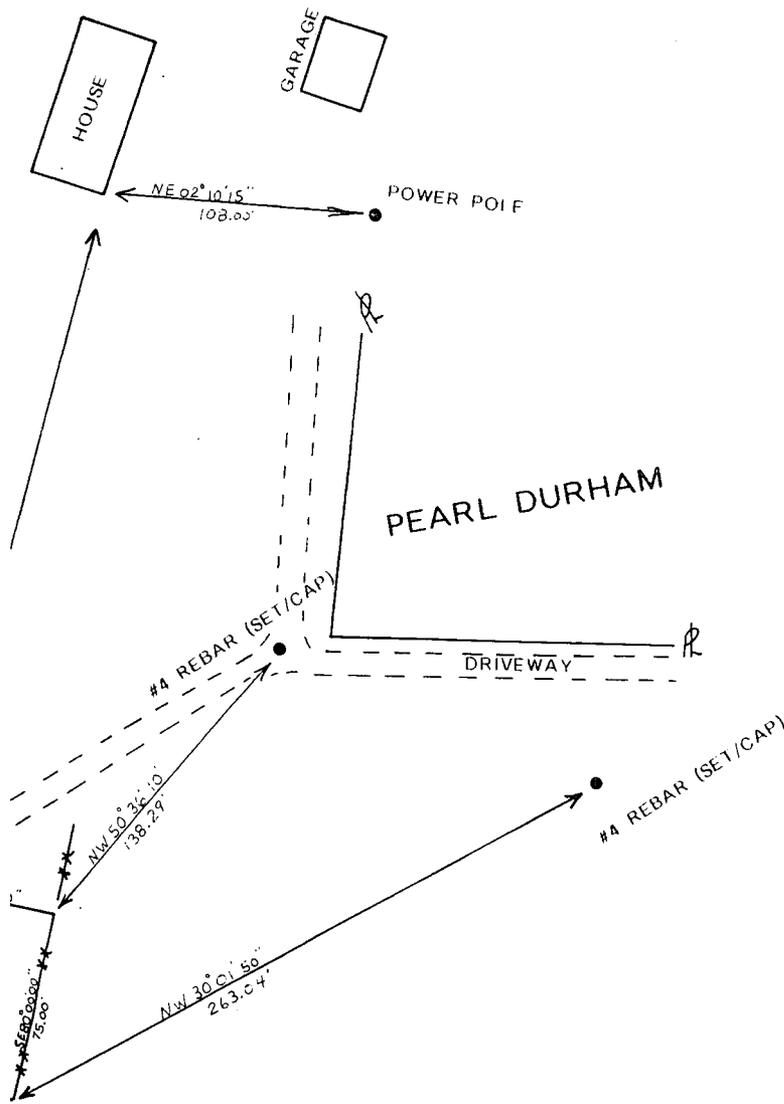
*Randall L. Coleman*  
RANDALL L. COLEMAN LS#2437 DAT



SCALE: 1" = 50'



PROPERTY SURVEY OF LOT #1

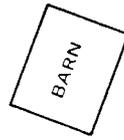


MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 15

REBAR (SET/CAP) AT EACH CORNER OF LOT #1

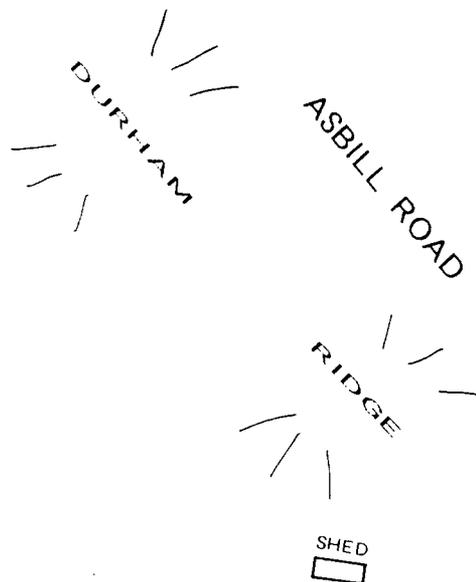
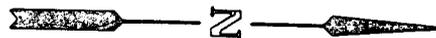
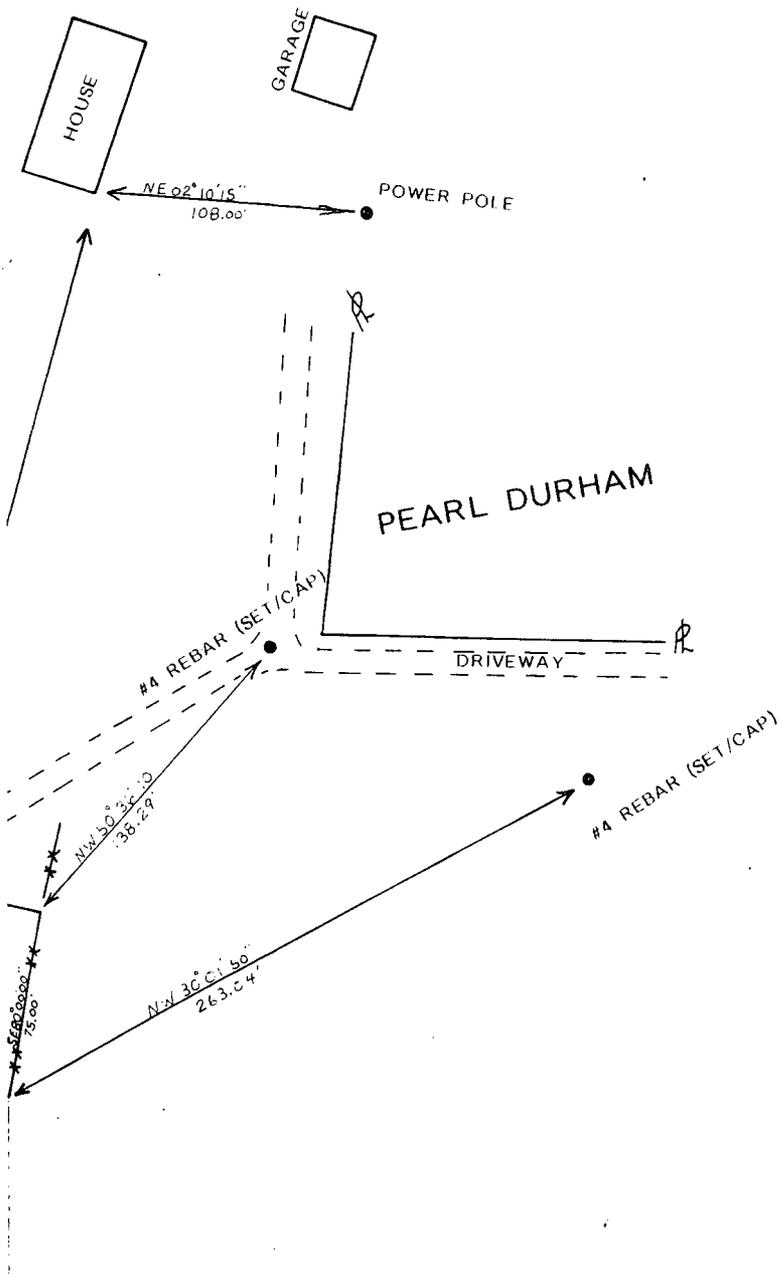
HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST BELIEF. THE BASIS FOR THE BEARINGS WAS A MAGNETIC READING. RANDOM TRAVERSE WAS USED, AND AN UNADJUSTED ERROR OF CLOSURE IS .01'. BEARINGS AND DISTANCES WERE NOT ADJUSTED.

7/1/97  
EMAN LS#2437 DATE

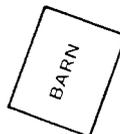


MIKE & LISA ENGLAND SURVEY  
LOCATED SOUTH OF ASBILL ROAD  
IN JACKSON COUNTY





MIKE & LISA ENGLAND  
DEED BOOK 138, PAGE 15



EBAR (SET/CAP) AT EACH CORNER OF LOT #1

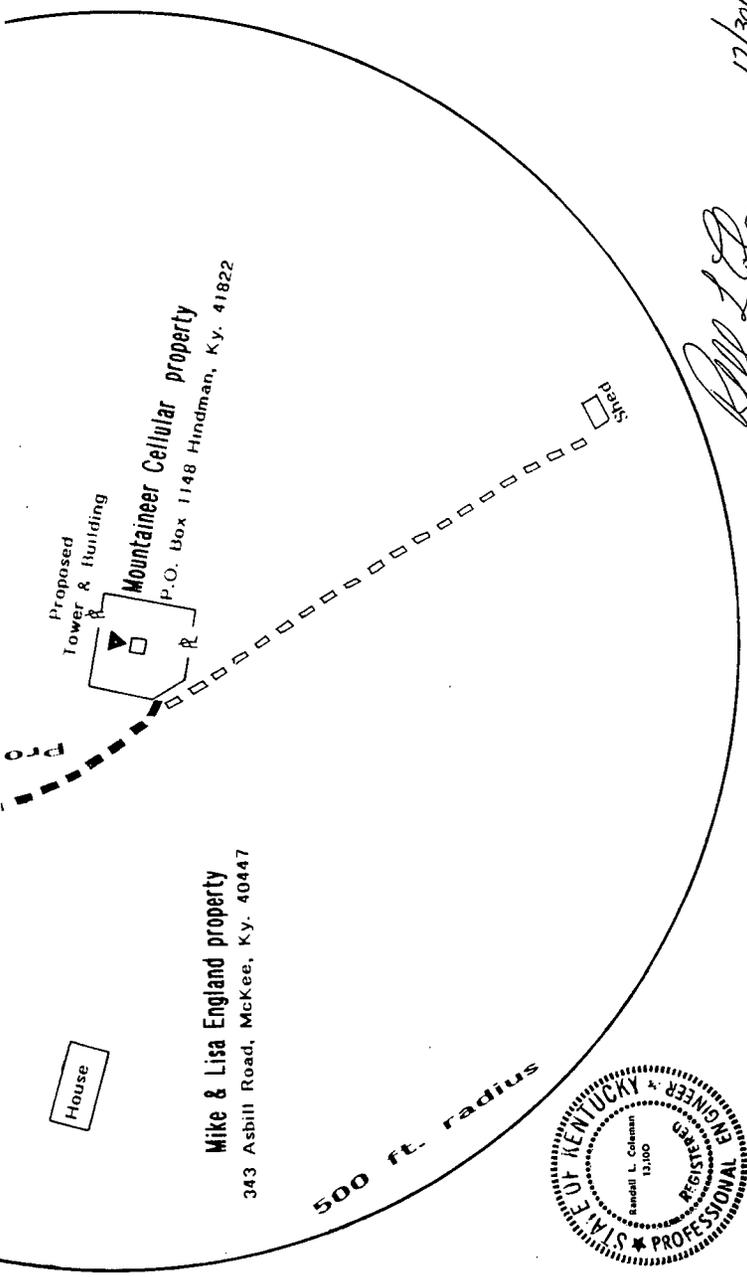
HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST BELIEF. THE BASIS FOR THE BEARINGS WAS A MAGNETIC READING. RANDOM TRAVERSE WAS USED, AND AN UNADJUSTED ERROR OF CLOSURE .D. BEARINGS AND DISTANCES WERE NOT ADJUSTED.

7/1/97  
EMAN LS#2437 DATE



MIKE & LISA ENGLAND SURVEY  
LOCATED SOUTH OF ASBILL ROAD  
IN JACKSON COUNTY

COLEMAN ENGINEERING  
BOX 153 HINDMAN, KY. 41822



*Randall L. Coleman*  
 RANDALL L. COLEMAN  
 12/30/98  
 DATE

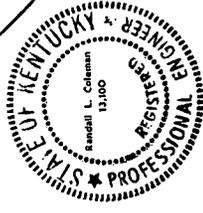
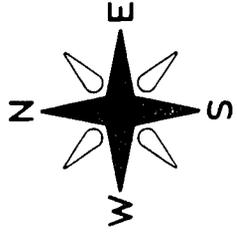


EXHIBIT G

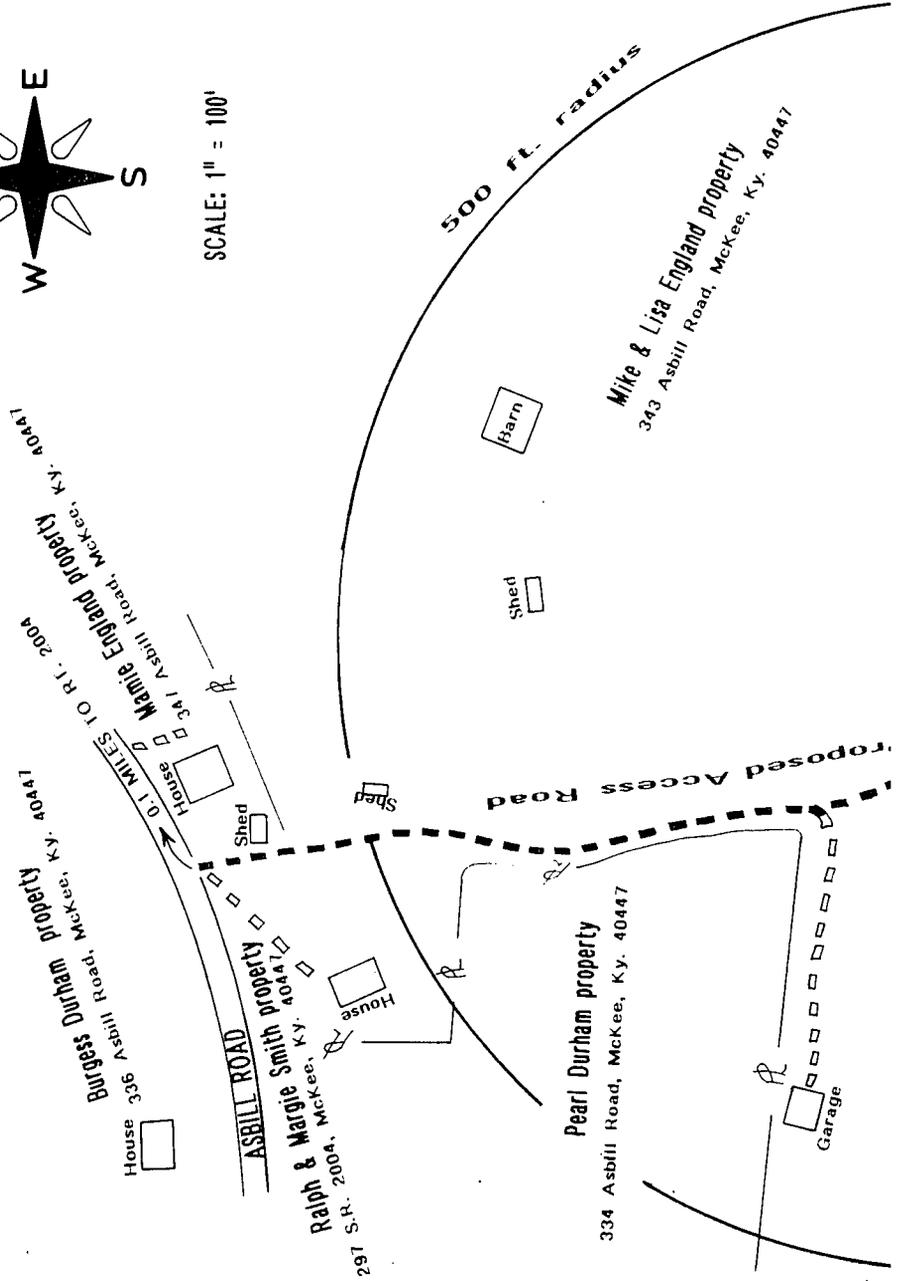
# SAND GAP TOWER

## SITE DEVELOPMENT PLAN

### MOUNTAINEER CELLULAR



SCALE: 1" = 100'

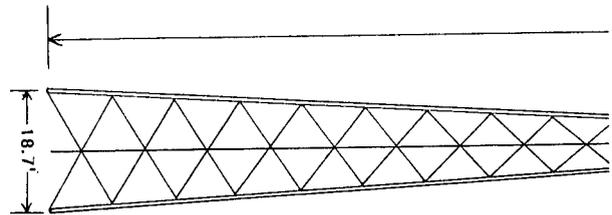


**LIST OF PROPERTY OWNERS WITHIN 500 FEET OF PROPOSED TOWER**

Mike & Lisa England  
343 Azbill Road  
McKee, KY 40447

Pearl Durham  
334 Azbill Road  
McKee, KY 40447

SCALE: 1" = 20'



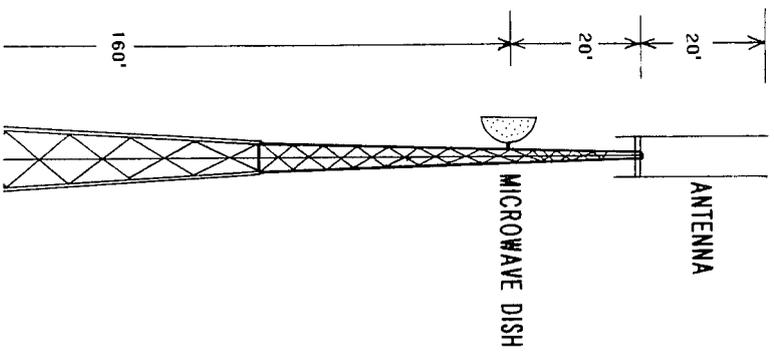
  
RANDALL L. COLEMAN PE# 13100 DATE 12/30/98

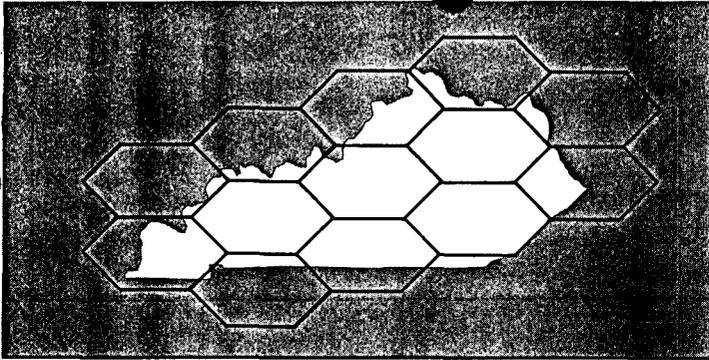
EXHIBIT I

# SAND GAP TOWER

## VERTICAL PROFILE SKETCH

MOUNTAINEER CELLULAR





**Mountaineer Cellular  
General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

February 27, 1999

Mike & Lisa England  
343 Asbill Road  
McKee, KY 40447

RE: Public Notice-Public Service Commission of Kentucky, Case No. 99-064

Dear Mr. & Mrs. England:

Mountaineer Cellular Limited Liability Company, dba Kentucky Cellular has applied to the Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunication service. The facility will include a 180 foot tower, with attached antennas extending upward for a total height of 200 feet, and an equipment shelter to be located 1.7 miles Northwest of Sandgap, KY. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower. This notice is being sent pursuant of KRS 100.324.

The commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

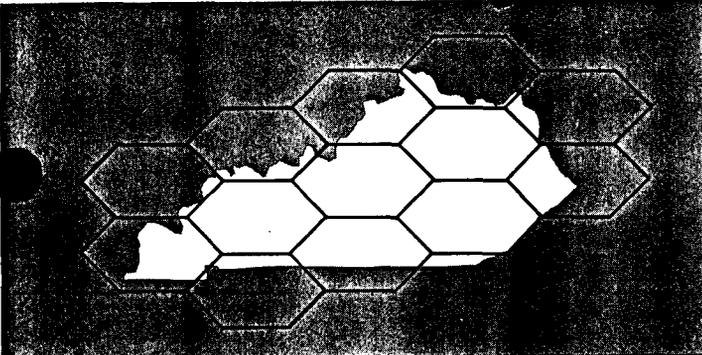
Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 99-064 in your correspondence.

Sincerely,

William K. Grigsby  
Manager

WKG/lw

Enclosure



**Mountaineer Cellular**  
**General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

February 27, 1999

Pearl Durham  
Asbill Road  
McKee, KY 40447

RE: Public Notice-Public Service Commission of Kentucky, Case No. 99-064

Dear Ms. Durham:

Mountaineer Cellular Limited Liability Company, dba Kentucky Cellular has applied to the Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunication service. The facility will include a 180 foot tower, with attached antennas extending upward for a total height of 200 feet, and an equipment shelter to be located 1.7 miles Northwest of Sandgap, KY. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower. This notice is being sent pursuant of KRS 100.324.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 99-064 in your correspondence.

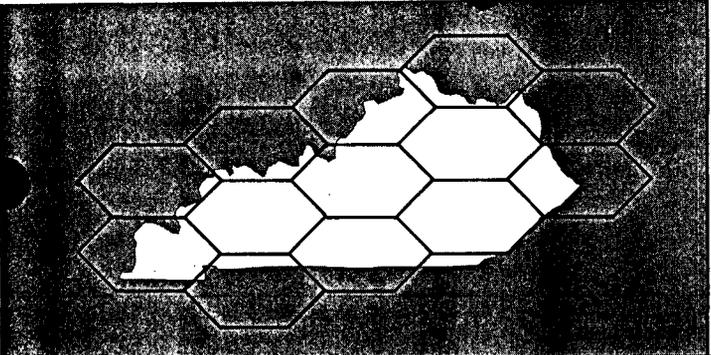
Sincerely,



William K. Grigsby  
Manager

WKG/lw

Enclosure



***Mountaineer Cellular***  
***General Partnership***

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

February 27, 1999

County Judge Executive  
Judge Tommy Slone  
P.O. Box 175  
McKee, KY 40447

RE: Public Notice-Public Service Commission of Kentucky,  
Case No. 99-064

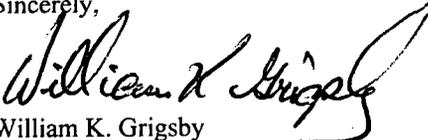
Dear Judge Slone:

Mountaineer Cellular Limited Liability Company, dba Kentucky Cellular, has applied to the Kentucky Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunication service. The facility will include a 180 foot tower, with attached antennas extending upwards for a total height of 200 feet, and an equipment shelter to be located 1.7 miles Northwest of Sandgap, KY. A map showing the location of the proposed new facility is enclosed. This notice is being sent pursuant of KRS 100.324.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to" Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 99-064 in your correspondence.

Sincerely,

  
William K. Grigsby  
Manager

WKG/lw

Enclosure

EXHIBIT L

Pursuant to KAR 5:001, Section 9(2):

Mountaineer Cellular Limited Liability Company will finance the subject construction with earned surplus in its General Fund.

Estimated Cost of Construction	\$26,500.00
Annual Operational Expense of Tower	3,200.00

This Deed of Conveyance, made and entered into this 16th day of August, 1997, by and between MIKE ENGLAND and his wife, LISA ENGLAND, residents of 343 Asbill Road, McKee, Kentucky 40447, parties of the first part (hereinafter "Grantors"), and MOUNTAINEER CELLULAR GENERAL PARTNERSHIP, a Kentucky partnership having a mailing address of P.O. Box 1148, Hindman, Kentucky 41822, party of the second part (hereinafter "Grantee"),

WITNESSETH:

That said Grantors, for and in consideration of the sum of Seven Thousand Dollars (\$7,000.00), cash in hand paid, the receipt and adequacy of which is hereby acknowledged, have bargained and sold and by these presents do hereby bargain, sell, grant and convey unto Grantee, its successors and assigns forever, a tract of land lying and being in Jackson County, Kentucky, and more particularly described as follows:

BEGINNING on a #4 rebar in the fence line, a corner to Mike and Lisa England, witness a #4 rebar in a twenty-four inch diameter oak stump on the center of the point SE 22 07 02, 469.60 feet, also witness a #4 rebar on top of the hill NW 30 01 50, 263.04 feet; thence with the line of said England and down the hill SW 10 00 25, 75.00 feet to a #4 rebar; thence NW 79 59 35, 52.55 feet to a #4 rebar at the edge of a driveway; thence with the driveway and England's line NW 33 31 07, 32.60 feet to a #4 rebar, witness the north foundation corner of Mike and Lisa England's house NW 76 55 38, 278.84 feet; thence leaving the edge of the driveway and up the hill NE 10 00 00, 51.36 feet to a #4 rebar in the fence, witness a #4 rebar in the center of the driveway NW 50 36 10, 138.29 feet; thence with the fence SE 80 00 00, 75.00 feet to the beginning containing 5360 square feet.

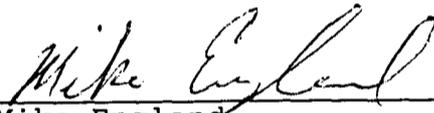
SOURCE OF TITLE: Being a part of the same property conveyed to the Grantors by deed from Mamie England, et al, dated August 8, 1994 and recorded at Deed Book 138, page 75 in the Jackson County Clerk's Office.

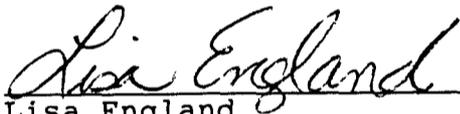
STIPULATION: Grantee hereby agrees and stipulates that (1) the property conveyed herein shall be used for telecommunications purposes only; (2) that in the event Grantee declares the property conveyed herein to be surplus property and no longer needed for telecommunications purposes, Grantee will reconvey the property to Grantors for a purchase price of One Dollar (\$1.00); and (3) that Grantee will maintain the portion of the driveway to be jointly shared by the parties hereto in a manner usable by normal passenger car.

TO HAVE AND TO HOLD the same, together with the appurtenances thereunto belonging unto Grantee, its successors and assigns forever, with covenants of General Warranty.

IN TESTIMONY WHEREOF, witness the signatures of Grantors on this the day and year first above written.

GRANTORS:

  
\_\_\_\_\_  
Mike England

  
\_\_\_\_\_  
Lisa England

CERTIFICATE OF PARTIES

We, the undersigned Grantors and Grantee, do hereby certify, pursuant to KRS Chapter 382, that the above stated consideration in the amount of \$7,000.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

GRANTORS:

  
\_\_\_\_\_  
Mike England

Lisa England  
Lisa England

GRANTEE:

MOUNTAINEER CELLULAR  
GENERAL PARTNERSHIP

By: William K. Grigsby  
William K. Grigsby  
Managing Partner

STATE OF KENTUCKY    )  
                                  )SS  
COUNTY OF KNOTT    )

I hereby certify that the foregoing deed and certificate of parties was produced to me and duly acknowledged, subscribed and sworn to before me by Mike England and his wife, Lisa England, parties thereto, to be their act and deed, on this the 16<sup>th</sup> day of August, 1997.

Sharon Mae Turner  
Notary Public

My commission expires 7-30-1998.

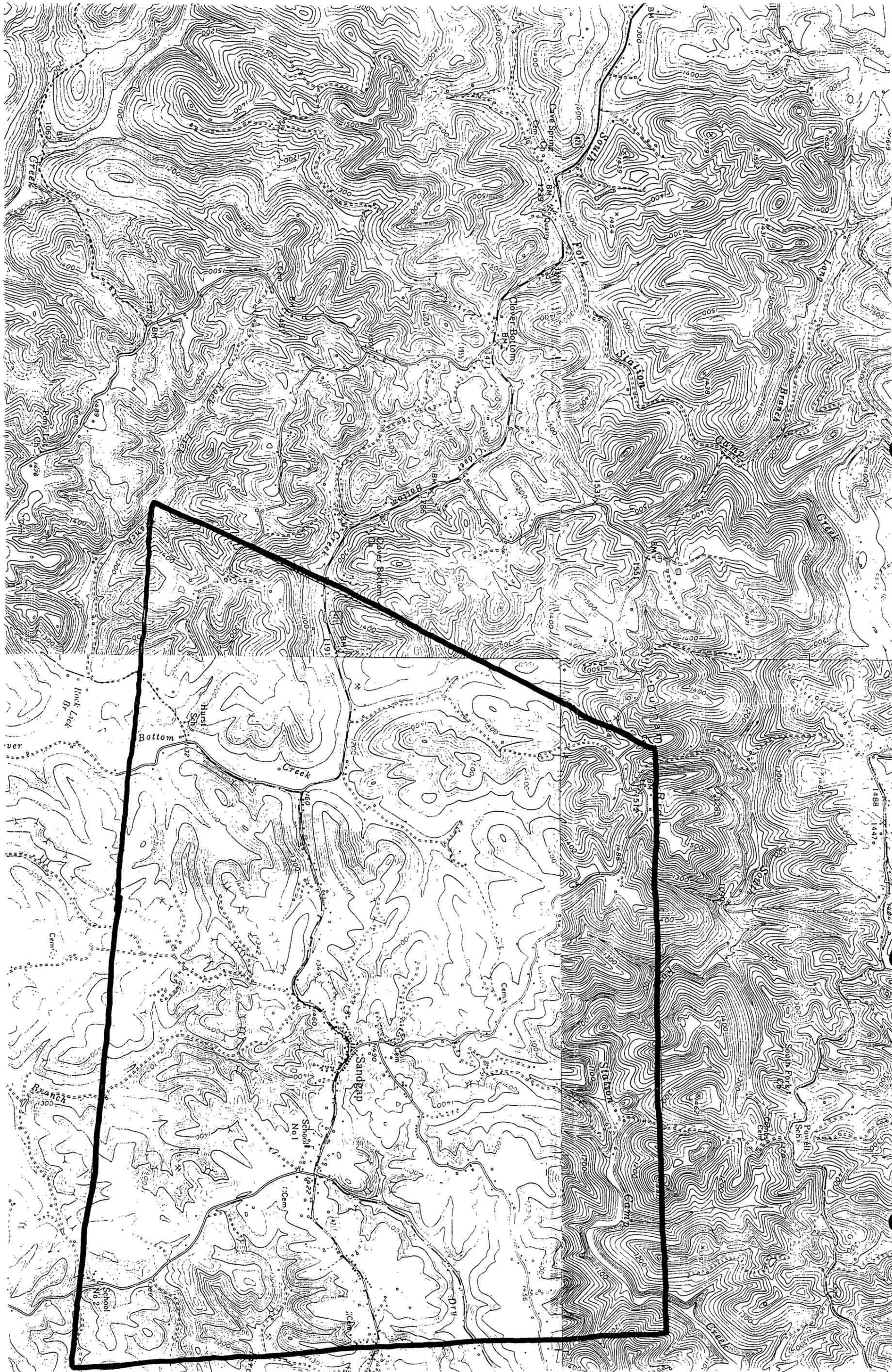
STATE OF KENTUCKY    )  
                                  )SS  
COUNTY OF KNOTT    )

I hereby certify that the foregoing Certificate of Parties was duly acknowledged, subscribed and sworn to before me by William K. Grigsby, managing partner of Mountaineer Cellular General Partnership, party thereto, to be its act and deed, on this the 16<sup>th</sup> day of August, 1997.

[Signature]  
Notary Public

My commission expires 8-28-97.





## PUBLIC NOTICE

Notice is hereby given that Mountaineer Cellular Limited Liability Company, dba Kentucky Cellular has applied to the Kentucky Public Service Commission to construct a 180' self-supporting tower 1.7 miles Northwest of Sandgap, KY. The exact location is 37\* 30' 13" and 84\* 06' 48". Any comments can be directed to the Executive Director of the Public Service Commission, 730 Schenkel Lane, Box 615, Frankfort, KY 40602. Please refer to Case No. 99-064

Contents

B

**MOUNTAINEER CELLULAR, LLC**

**August 13, 1998**

## Contents

- A. Articles of Organization
- B. Operating Agreement
- C. Certificate of Assumed Name

ARTICLES OF ORGANIZATION  
OF  
MOUNTAINEER CELLULAR, LLC

RECEIVED & FILED  
\$40.00  
Aug 13 4 15 PM '98  
JOHN Y. BROWN, III  
SECRETARY OF STATE  
COMM. OF KENTUCKY  
BY *[Signature]*

The undersigned persons set forth the following Articles of Organization for the purpose of converting a partnership to a limited liability company (the "Company") under the Kentucky Limited Liability Company Act:

**ARTICLE I**  
**NAME**

The name of the Company is: Mountaineer Cellular, LLC.

**ARTICLE II**  
**REGISTERED OFFICE AND AGENT**

The street address of the Company's initial registered office is 2300 Lexington Financial Center, 250 West Main Street, Lexington, Kentucky 40507, and the name of the Company's initial registered agent at that office is W. Bradford Boone.

**ARTICLE III**  
**PRINCIPAL OFFICE**

The mailing address of the initial principal office of the Company is P. O. Box 1380, Hindman, Kentucky 41822.

**ARTICLE IV**  
**MEMBERS**

The Company has at least two members.

**ARTICLE V**  
**MANAGEMENT**

The Company is to be managed by a manager or managers.

Return to:

W. Bradford Boone  
250 W Main 23rd floor  
Lexington, KY 40507

**ARTICLE VI  
PURPOSE**

The purposes of the Company are to own, operate, manage, sell, lease and otherwise deal with a cellular radio telecommunications system and to engage in any other lawful business.

**ARTICLE VII  
CONVERSION OF PARTNERSHIP**

(1) Mountaineer Cellular General Partnership is converted to a limited liability company from a general partnership.

(2) The former name of the partnership was: Mountaineer Cellular General Partnership.

(3) The partners of Mountaineer Cellular General Partnership voted unanimously for the conversion of the partnership to a limited liability company, and any assumed name has been cancelled.

Dated: June 18, 1998.

CELLULAR SERVICES, INC.

By: Paul S. Preston  
Its: President

MOUNTAIN TELECOMMUNICATIONS, INC.

By: David H. McLaughlin  
Its: President

PEOPLES RURAL TELEPHONE  
COOPERATIVE CORPORATION, INC.

By: Keith Subbit  
Its: Manager

THACKER-GRIGSBY TELEPHONE CO INC

STATEMENT OF CONSENT OF:

By: Robert C Thacker  
Its: Pres.

THIS INSTRUMENT PREPARED BY:

W. Bradford Boone  
W. Bradford Boone  
STITES & HARBISON  
2300 Lexington Financial Center  
250 West Main Street  
Lexington, KY 40507  
(606) 226-2300

**STATEMENT OF CONSENT OF REGISTERED AGENT**

Pursuant to KRS Chapter 275, the undersigned, named as the initial registered agent in the Articles of Organization of Mountaineer Cellular, LLC (the "Company"), hereby consents to serve the Company in that capacity until such appointment is terminated in accordance with the Kentucky Limited Liability Company Act.

*W. Bradford Boone*

W. Bradford Boone

Dated: June 18, 1998

I, Donald W Blevins, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



By: Jeannie MCVEY, dc

199808140450

August 14, 1998

15:40:40 PM

Fees	\$11.00	Tax	\$ .00
------	---------	-----	--------

/ Total Paid	\$11.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

309 - 313

**OPERATING AGREEMENT OF  
MOUNTAINEER CELLULAR, LLC**

THIS OPERATING AGREEMENT is made and entered into on June 18, 1998, by and among CELLULAR SERVICES, INC., MOUNTAIN TELECOMMUNICATIONS, INC., PEOPLES RURAL TELEPHONE COOPERATIVE CORPORATION, INC. and THACKER-GRIGSBY TELEPHONE CO., INC. and any Additional or Substitute Members admitted to this Company from time to time.

**ARTICLE I**

**FORMATION; PURPOSES; DEFINITIONS**

**Section 1.1. Formation of Company.** The parties named above have acted as organizers to convert Mountaineer Cellular General Partnership to a limited liability company under the laws of the Commonwealth of Kentucky by filing Articles of Organization (the "Articles of Organization") for Mountaineer Cellular, LLC pursuant to the Kentucky Limited Liability Company Act. This Agreement is subject to, and governed by, the Kentucky Limited Liability Company Act and the Articles of Organization. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act or the provisions of the Articles of Organization, such provisions of the Act or the Articles of Organization, as the case may be, shall be controlling. The Company shall pay all expenses incurred in connection with its organization.

**Section 1.2. Purposes.** The purposes of the Company shall be to own, operate, manage, sell, lease and otherwise deal with a cellular radio telecommunications system, to do all things necessary or convenient to transact its business and affairs, and to transact any other lawful business. Except as provided otherwise in an employment or other separate agreement between the Company and any Member (i) the Company's purposes shall not limit or circumscribe the other business or affairs of any of its Members, (ii) the Members may have substantial business and affairs that do not involve the Company, and (iii) each Member is free to conduct its own business and affairs in its discretion.

**Section 1.3. Defined Terms.** The terms used in this Agreement with their initial letters capitalized shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in this Section 1.3 or elsewhere in this Agreement. When used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Act" means the Kentucky Limited Liability Company Act, Kentucky Revised Statutes Chapter 275, as it may be amended from time to time.

(b) "Additional Member" means any Person admitted as a Member pursuant to Section 2.6 of this Agreement.

(c) "Affiliate" means any Person who, directly or indirectly, controls, is controlled by, or is under common control with, a Member. The term "control" means, with respect to a limited liability company or corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled company or corporation, and, with respect to any other Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs or policies of such Person.

(d) "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

(e) "Available Cash" of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as Capital Contributions by the Members and cash funds obtained as loans to the Company) after (i) payment of all operating expenses of the Company as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, and (iii) provision for a working capital reserve in accordance with this Agreement.

(f) "Capital Account" means the individual accounts established and maintained pursuant to Section 2.2 of this Agreement.

(g) "Capital Contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each Member, as shown in Exhibit A, as the same may be amended from time to time. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member for the Interest of such then Member, reduced by any distribution to such Member in return of its Capital Contribution.

(h) "Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

(i) "Company" means Mountaineer Cellular, LLC.

(j) "Initial Members" means Cellular Services, Inc., Mountain Telecommunications, Inc., Peoples Rural Telephone Cooperative Corporation, Inc. and

Thacker-Grigsby Telephone Co., Inc.

(k) "Interest" means the entire ownership interest of a Member in the Company at any particular time, including but not limited to the Member's rights in its Capital Account, to allocations of net profits, net losses and capital gains, to distributions of Available Cash and net assets, and any other benefits to which a Member may be entitled under this Agreement or the Act.

(l) "Manager" means the manager of the Company determined in accordance with Section 3.1 of this Agreement.

(m) "Members" means the members of the Company from time to time, including the Initial Members and any Additional or Substitute Members that may be admitted to the Company in accordance with the terms of this Agreement.

(n) "Percentage Interest" of a Member means the percentage interest of such Member determined in accordance with Section 2.3 of this Agreement, as adjusted from time to time.

(o) "Person" means any natural person, association, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, joint stock association, joint venture, firm, trust, business trust, cooperative or other entity, domestic or foreign.

(p) "Principal Office" means P. O. Box 1380, Hindman, Kentucky 41822 or such other address as may be established as the principal office of the Company by the Manager.

(q) "Substitute Member" means any Person who is admitted as a Member of the Company pursuant to Section 6.2 of this Agreement.

## ARTICLE II

### MEMBERS AND MEMBERSHIP INTERESTS

**Section 2.1. Names, Addresses and Capital Contributions of Members.** The Initial Members, their respective addresses, their initial Capital Contributions to the Company, and their respective Percentage Interests in the Company are set forth on Exhibit A attached hereto. Exhibit A shall be updated and amended from time to time as Additional or Substitute Members are admitted to the Company or other information thereon changes. A Member need not be an individual, a resident of Kentucky, or a citizen of the United States.

## Section 2.2. Capital Contributions and Capital Accounts.

(a) The Members shall make Capital Contributions in the form and amount set forth opposite their respective names on Exhibit A. Additional Capital Contributions to the Company may be made only upon the consent of a majority of the Members. If a majority of the Members determines that additional capital is so needed, each Member shall be entitled to provide its share of additional capital in proportion to its then current Percentage Interest. This additional funding shall be due and payable on the date set forth in a written notice to each Member from the Company requesting such additional Capital Contribution, which date shall not be less than ninety days from the date of the notice. Should any Member make a portion but not all of its additional Capital Contribution, or fail to pay such contributions when due, the other Members may contribute pro rata, according to their then current respective Percentage Interests, an aggregate amount equal to the Capital Contribution declined by the non-participating Member(s), thereby increasing in such proportion the other Members' Percentage Interests. In such event, the Percentage Interest of the non-participating Member shall be diluted accordingly and such Member shall be limited in its right to provide future additional capital in proportion to its Percentage Interest as so revised. No Member shall be required to make any Capital Contributions to the Company other than the Capital Contributions required to be made by such Member under this Section 2.2(a). No interest shall be paid on any Capital Contribution.

(b) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional or Substitute Member who shall hereafter receive an Interest in the Company. The Capital Account of each Member shall consist of (i) the amount of cash such Member has contributed to the Company, plus (ii) the agreed fair market value of any property such Member has contributed to the Company, net of any liabilities assumed by the Company or to which such property is subject, plus (iii) the amount of profits or income (including tax-exempt income) allocated to such Member, less (iv) the amount of losses and deductions allocated to such Member, less (v) the amount of all cash distributed to such Member, less (vi) the fair market value of any property distributed to such Member, net of any liability assumed by such Member or to which such property is subject, less (vii) such Member's share of any other expenditures which are not deductible by the Company for federal income tax purposes or which are not allowable as additions to the basis of Company property, and (viii) subject to such other adjustments as may be required under the Code. Notwithstanding anything in this Agreement to the contrary, the initial balance of the Capital Accounts of the Initial Members shall be equal to their respective capital accounts in Mountaineer Cellular General Partnership at the time of the conversion. The Capital Account of a Member shall not be affected by any adjustments to basis made pursuant to Section 743 of the Code but shall be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code. The manner in which the Capital Accounts are to be maintained pursuant to this Section is intended to comply with Code Section 704(b)

and the Treasury Regulations promulgated thereunder:

(c) No Member shall have the right to withdraw such Member's Capital Contribution or to demand and receive property of the Company or any distribution in return for its Capital Contribution, except as may be specifically provided in this Agreement or required by law or as may be approved by action of the Members holding a majority of the Percentage Interests. No Member shall receive out of Company property any part of such Member's Capital Contribution until (i) all liabilities of the Company, except liabilities to Members on account of their Capital Accounts, have been paid or there remains property of the Company sufficient to pay such liabilities, and (ii) the approval by action of the Members holding a majority of the Percentage Interests is obtained, unless the return of the Capital Contribution may be otherwise rightfully demanded under this Agreement or the Act.

(d) No Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

**Section 2.3. Percentage Interests.** The Members' respective Percentage Interests shall be as set forth on Exhibit A hereto, which shall be adjusted and amended each time additional Capital Contributions, or withdrawals or returns of Capital Contributions, are made.

**Section 2.4. Member Loans or Services.** Loans or services by any Member to the Company shall not be considered Capital Contributions to the Company.

**Section 2.5. Certificates for Membership Interests.** The Members' Interests in the Company may be represented by "Certificates of Membership." The exact contents of Certificates of Membership shall be determined by the Manager.

**Section 2.6. Admission of Additional Members.** The Members may admit to the Company from time to time Additional Members for such Capital Contributions and on such other terms as may be approved by action of the Members then holding a majority of the Percentage Interests. Additional Members shall be allocated gain, loss, income or expense by such method as may be specified in this Agreement, and if no method is specified herein, then as may be permitted by Section 706(d) of the Code.

**Section 2.7. Limitation on Liability.** No Member, Manager, employee or agent of the Company shall be personally liable by reason of being a Member, Manager, employee or agent of the Company under a judgment, decree or order of a court, agency or tribunal of any type, or in any other manner, or on any other basis, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, except as specifically set forth in the Act. The status of a Person as a

Member, Manager, employee or agent of the Company shall not subject the person to personal liability for the acts or omissions, including without limitation any negligence, wrongful act or actionable misconduct, of any other Member, Manager, employee or agent of the Company. No Member shall be required to loan any funds to the Company. No Member shall be required to make any Capital Contribution to the Company by reason of any negative balance in such Member's Capital Account, nor shall any negative balance in a Member's Capital Account create any liability on the part of the Member to any third party.

#### **Section 2.8. Indemnification.**

(a) To the greatest extent allowed by the laws of Kentucky, the Company shall indemnify any Member made a party to any proceeding because such Member is or was a Member or Manager against all liability incurred by such Member in connection with any proceeding and pay for or reimburse the reasonable expenses incurred by a Member in connection with any such proceeding in advance of final disposition thereof. The indemnification and advancement of expenses provided for under this Section 2.8 shall be applicable to any proceeding arising from acts or omissions occurring before or after the date of this Agreement.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was a Manager, employee or agent of the Company to the same extent as if such Person was a Member.

(c) Indemnification shall also be provided for a Member's conduct with respect to an employee benefit plan if the Member reasonably believed its conduct to be in the interests of the participants in and beneficiaries of the plan.

(d) Nothing contained in this Section 2.8 shall limit or preclude, or be deemed exclusive of any right under applicable law or contract relating to, indemnification for or advancement of expenses to any Person who is or was a Member of the Company or who is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another Person, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Section 2.8 shall limit the ability of the Company to otherwise indemnify or advance expenses to any Person. It is the intent of this Section 2.8 to provide indemnification to Members to the fullest extent now or hereafter permitted by law. Indemnification shall be provided in accordance with this Section 2.8 irrespective of the nature of the legal or equitable theory upon which a claim is made, including without limitation negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(e) For purposes of this Section 2.8:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Section 2.8, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(f) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Section 2.8, or both, against any liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

### ARTICLE III

#### MANAGEMENT AND OPERATION OF BUSINESS

##### Section 3.1. Management Vested in Manager.

(a) Management of the Company shall be vested in a Manager, who shall have the authority to direct, manage and control the business and affairs of the Company in accordance with the terms of this Agreement and the Act.

(b) Thacker-Grigsby Telephone Co., Inc. shall serve as the Manager of the Company.

**Section 3.2. Company Powers.** In furtherance of the business purposes specified in Section 1.2 and subject to the limitations set forth in this Agreement, the Company, and the Manager on behalf of the Company, shall be empowered to do or

cause to be done any and all acts reasonably deemed by the Manager to be necessary or appropriate in furtherance of the purposes of the Company or forbear from doing any act if the Manager reasonably deems such forbearance necessary or appropriate in furtherance of the purposes of the Company, including without limitation, the power and authority:

(a) To enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Company's purposes, including, without limitation, contracts and agreements with any Member and the Affiliates of any Member, and to take or omit such other or further action in connection with the Company's business as may be reasonably necessary or desirable in the opinion of the Manager to further the purposes of the Company; provided, however, that (i) any transaction between the Company and any of the Members or any of their Affiliates shall be documented and shall become part of the records of the Company; and (ii) any such contracts or agreements shall be on terms no more favorable to such Member or Affiliate than the terms available to the Company from third parties;

(b) To borrow from banks and other lenders on such terms and conditions as shall be approved by the Manager and to secure any such borrowings by mortgaging, pledging or assigning assets and revenues of the Company to the extent deemed necessary or desirable by the Manager;

(c) To invest such funds as are temporarily not required for Company purposes in debt obligations selected by the Manager including government securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments; and

(d) To carry on any other activities necessary to, in connection with or incidental to any of the foregoing.

### **Section 3.3. Compensation, Expenses and Powers of Manager.**

(a) The Manager shall be entitled to such compensation as determined by Members holding a majority of the Percentage Interests.

(b) The Manager shall be reimbursed by the Company monthly for any reasonable and necessary expenses incurred by the Manager on behalf of the Company in providing cellular service, including reasonable and necessary administrative and general overhead expenses, including, but not limited to, marketing, maintenance, message charges, facilities, engineering, customary legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel, office rent, telephone, salaries (including social security, relief, pensions and other benefits), and other incidental business expenses incurred by the Manager on behalf of the Company in connection

with the provision of cellular service.

(c) In addition to those powers vested pursuant to Section 3.2 and subject to the limitations set forth in this Agreement, the Manager is hereby vested with the power to:

(i) Manage, supervise and conduct the affairs of the Company;

(ii) Make all elections, investigations, evaluations and decisions, binding the Company thereby, that may be necessary or appropriate in connection with the business purposes of the Company;

(iii) Incur obligations or make payments on behalf of the Company in its own name or in the name of the Company;

(iv) Execute all instruments of all kind or character which the Manager in its discretion shall deem necessary or appropriate in connection with the business purposes of the Company;

(v) Enter into agreements with other providers of cellular service (including Affiliates of the Manager) to obtain switching services when, in the judgment of the Manager, such agreements are in the best interest of the Company; and

(vi) From time to time increase or decrease the coverage area of cellular service within the Cellular Geographic Service Area ("CGSA") or to apply for regulatory approval to expand the geographic area of the CGSA.

**Section 3.4. Company Funds.** The funds of the Company shall be deposited in such account or accounts as are designated by Members holding a majority of the Percentage Interests and shall not be commingled with the funds of any Member or any Affiliate thereof. All withdrawals from such account(s) shall be made upon such authorized signature(s) as Members holding a majority of the Percentage Interests may from time to time determine.

**Section 3.5. Other Matters Concerning Members.**

(a) Any Member may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any Member may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it and any opinion of such Person as to matters which the Member believes to be within its professional or expert competence shall be full and complete authorization and protection in respect to any action taken or suffered or omitted by the Member hereunder in good faith and in accordance with such opinion.

**Section 3.6. Other Business Activities.** It is recognized that the Members and Affiliates of the Members are or may be engaged in the conduct of other substantial activities for their own account and for the accounts of others, including the management, ownership and operation of cellular radio facilities in other areas.

**Section 3.7. Resolution of Conflicts of Interest.** Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein or therein, (i) whenever a conflict of interest exists or arises between any Member or any of its Affiliates, on the one hand, and the Company or another Member, on the other hand, or (ii) whenever this Agreement or any other agreement contemplated herein or therein provides that the Member shall act in a manner which is, or provides terms which are, fair and/or reasonable to the Company, or any other Member, the Member shall resolve such conflict of interest, take such action or provide such terms considering, in each case, the relative interests of each party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles, and in the absence of bad faith by the Member, the resolution, action or terms so made, taken or provided by the Member shall not constitute a breach of this Agreement, or any other agreement contemplated herein or therein, or a breach of any standard of care or duty imposed herein or therein or under the Act or any other applicable law, rule or regulation. Unless otherwise expressly provided in this Agreement, or any other agreement contemplated herein or therein, any provision contained herein or therein which may be in conflict with such standard of care or duty, the Act or any other applicable law, rule or regulation shall control to the fullest extent possible; and each Member hereby waives such standard of care or duty and the Act and such applicable law, rule or regulation and agrees that the same shall be modified and/or waived to the extent necessary to permit the Member to act as described above and to give effect to the foregoing provisions of this Section 3.7.

## ARTICLE IV

### ACCOUNTING AND RECORDS

**Section 4.1. Records and Accounting.** The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the

Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

**Section 4.2. Access to Accounting Records.** In accordance with the Act, the books and records of the Company shall be maintained at any office of the Company or at the Company's Principal Office, and each Member, and such Member's duly authorized representative, shall have access to them at such office and the right to inspect and copy them at reasonable times.

**Section 4.3. Annual and Tax Information.** The Manager shall use its best efforts to cause the Company to deliver to the Members within 60 days after the end of each fiscal year all information necessary for the preparation of the Members' federal income tax returns.

**Section 4.4. Accounting Decisions.** All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the accountants for the Company as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

**Section 4.5. Federal Income Tax Elections.** The Manager may make all elections for federal income tax purposes, including, but not limited to, the following:

(a) To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and

(b) In case of a transfer of all or part of the Interest of any Member, elect, pursuant to Section 734, 743, and 754 of the Code, as amended (or corresponding provisions of future law) to adjust the basis of the assets of the Company.

**Section 4.6. Tax Matters Partner.** The Manager shall serve as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. The tax matters partner shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the action of the Members holding at least a majority of the Percentage Interests.

## ARTICLE V

### ALLOCATIONS AND DISTRIBUTIONS

**Section 5.1. Allocation of Net Income, Net Loss or Capital Gains.** Except as may be expressly provided otherwise in this Article V, and subject to the provisions of Section 704(c) of the Code and applicable regulations thereunder, the net income, net loss or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their Percentage Interests.

**Section 5.2. Special Allocations to Capital Accounts.** No allocations of loss, deduction, or expenditures described in Code Section 705(a)(2)(B) shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction, or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Account of any Members who would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 5.1 above.

(a) If any Member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5), or (6), which create or increase a Deficit Capital Account of the Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of the Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 5.2(b) be interpreted to comply with the alternate test for economic effect set forth in Treas. Reg. §1.704-1(b)(2)(ii)(d).

(b) If any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that the Member is obligated to restore to the Company under Treas. Reg. §1.704-1 (b) (2) (ii) (c) and the Member's share of minimum gain as defined in Treas. Reg. §1.704-2(g)(1) (which is also treated as an obligation to restore in accordance with Treas. Reg. §1.704-1(b)(2)(ii)(d)), the Capital Account of the Member shall be specially credited with items of income (including gross income) and gain in the amount of the excess as quickly as possible.

(c) Notwithstanding any other provision of this Section 5.2, if there is a net decrease in the Company's minimum gain as defined in Treas. Reg. §1.704-2(d) during a taxable year of the Company, the Capital Accounts of each Member shall be

allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 5.2 is intended to comply with the minimum gain chargeback requirement of Treas. Reg. §1.704-2 and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Members may in their discretion (and shall, if requested to do so by a Member) seek to have the IRS waive the minimum gain chargeback requirement in accordance with Treas. Reg. §1.704-2(f)(4).

(d) Items of Company loss, deduction, and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deduction. Treas. Reg. §1.704-2(i) shall be allocated to the Members' Capital Accounts in accordance with said Treas. Reg. §1.704-2(i).

(e) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Treas. Reg. §1.704-2(b)) those deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for that period.

(f) In accordance with Code Section 704(c)(1)(A) and Treas. Reg. §1.704-1(b)(2)(i) through (iv), if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss, and deductions for the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company and its fair market value at the time of contribution.

(g) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member shall be treated as recognizing gain or loss from the sale of the property in an amount equal to the gain or loss that would have been allocated to the Member under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

**Section 5.3. Distribution of Available Cash.** Available Cash of the Company (if any) shall be distributed periodically to the Members, pro rata in accordance with their Percentage Interests, in such amount as Members holding a majority of the Percentage Interests may deem appropriate. Available Cash of the Company shall not be distributed to the extent that such cash is required for a reasonable working

capital reserve for the Company, the amount of such reasonable working capital reserve to be determined by Members holding a majority of the Percentage Interests.

**Section 5.4. Allocation of Income and Loss and Distributions in respect of Interests Transferred.**

(a) If any Interest in the Company is transferred, or is increased or decreased by reason of the admission of an Additional Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for such fiscal year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e., the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Members based upon their respective Percentage Interests in the Company at the close of such day.

(b) Distributions of Company assets in respect of Interests in the Company shall be made only to the Members who, according to the books and records of the Company, are the holders of record of the Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Member has knowledge or notice of any transfer or purported transfer of an Interest in violation of this Agreement. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company shall be allocated solely to the parties owning Interests in the Company as of the date such sale or other disposition occurs.

**ARTICLE VI**

**TRANSFER OF INTERESTS**

**Section 6.1. Transfer of Interest and Withdrawal.**

(a) The Members of the Company may directly or indirectly transfer, subject to any required federal or state regulatory approval, their Interest.

(b) If the Manager directly or indirectly transfers its Interest, the Members holding a majority of the Percentage Interests shall select a new Manager.

(c) No Member shall have the power to withdraw as a Member of the Company by voluntary act.

**Section 6.2. Substitute Members.** A transferee of an Interest shall have the right to become a Substitute Member only if (i) the requirements of this Article VI are

met, (ii) Members holding at least a majority of the remaining Percentage Interests entitled to vote consent to admission of the transferee as a Substitute Member, (iii) such Person executes an instrument accepting and adopting the terms and provisions of this Agreement, and (iv) such Person pays any reasonable expenses in connection with his or her admission as a Substitute Member.

### **Section 6.3. Effect of Transfer.**

(a) Any permitted transfer of all or any portion of a Member's Interest in the Company will take effect on the first day of the month following receipt by the Company of written notice of transfer.

(b) Upon (i) any transfer of a Member's Interest in violation of this Agreement or (ii) any transfer of a Member's Interest in compliance with this Agreement to a transferee who is not an existing Member and who has not become a Substitute Member pursuant to Section 6.2, the transferee shall have no right to vote, consent or approve with respect to any matter submitted to the vote, consent or approval of Members, to exercise any rights of a Member, or to become a Member, but such transferee shall only be entitled to receive the distributions and return of Capital Contributions to which the transferor of such Interest would otherwise be entitled.

(c) A transfer of a Member's Interest shall not by itself dissolve the Company. Unless otherwise agreed by a majority of the Percentage Interests held by the other Members, a Former Member shall cease to be a Member of the Company effective upon the occurrence of a transfer (or, if the transfer occurs without notice to the Company, upon the Company's receipt of notice of the transfer) of the Former Member's entire Interest, regardless of whether or not the transferee is admitted as a Substitute Member, and such Former Member shall have no right or power to exercise any rights of a Member.

## **ARTICLE VII**

### **DISSOLUTION**

#### **Section 7.1. Dissolution of the Company.**

(a) The Company shall be dissolved, its assets disposed of, and its affairs wound up upon the happening of the first to occur of the following:

(i) A vote or consent of a majority of the Members that the Company should be dissolved.

(ii) The stated date for dissolution of the Company, if any, set forth

in the Articles of Organization.

(iii) A dissolution event as may be provided by applicable law, to the extent not overridden by this Agreement.

(b) Except as otherwise expressly provided in this Agreement, the occurrence of an "event of disassociation" as defined or described in the Act shall not cause the Company to be dissolved.

(c) Upon dissolution, the Company shall continue its existence but shall not carry on any business except that appropriate to wind up and liquidate its business and affairs, including without limitation collecting its assets, disposing of its properties not to be distributed in kind to its Members, discharging or making provision for discharging its liabilities, distributing its remaining property among its Members according to their Interests, and doing any other act necessary to wind up and liquidate its business and affairs.

**Section 7.2. Winding Up, Liquidation and Distribution of Assets.** Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities, and operations. The Members shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Members shall:

(a) Collect, sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent Members holding a majority of the Percentage Interests may determine to distribute any assets to the Members in kind).

(b) Allocate any net profit or net loss resulting from such sales to the Members in accordance with Article V above.

(c) Discharge or make provision for the discharge of all liabilities of the Company, including liabilities to Members who are creditors, to the extent permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company).

(d) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of those assets as of the date of termination shall be determined by independent appraisal or by agreement of the Members. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of

the Members shall be adjusted pursuant to the provisions of this Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to this Section. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2).

(e) Do every other act or thing necessary or appropriate to wind up and liquidate the Company's business and affairs.

**Section 7.3. Deficit Capital Accounts upon Liquidation.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), if any Member has a deficit in its Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of the Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other person for any purpose whatsoever.

**Section 7.4. Final Dissolution.** Upon completion of the winding up, liquidation and distribution of the business/affairs, assets and liabilities of the Company, it shall be deemed finally dissolved.

**Section 7.5. Articles of Dissolution.** After the dissolution of the Company, articles of dissolution shall be executed and delivered to the Kentucky Secretary of State for filing in accordance with the Act. The Members or other appropriate party shall have authority to distribute any Company property discovered after dissolution, and to convey real estate and take such other action as may be necessary on behalf of and in the name of the Company in such case.

**Section 7.6. Return of Contribution Nonrecourse to Other Members.** Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment, discharge or provision for the discharge of the debts and liabilities of the Company is

insufficient to return the Capital Contribution of one or more Members, the Members shall have no recourse against any other Member.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Complete Agreement.** This Agreement and the Articles of Organization constitute the complete and exclusive agreement among the Members with respect to the subject matter hereof. This Agreement and the Articles of Organization replace and supersede all prior agreements by and among the Members or any of them with respect to the subject matter hereof. This Agreement and the Articles of Organization supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Articles of Organization will be binding on the Members or have any force or effect whatsoever, with respect to the subject matter hereof.

**Section 8.2. Governing Law.** This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the laws of Kentucky.

**Section 8.3. Binding Effect.** Subject to the provisions of this Agreement relating to transfers of Interests, this Agreement will be binding upon and inure to the benefit of the Members and their respective heirs, estates, personal representatives, successors and assigns.

**Section 8.4. Terms.** Common nouns and pronouns refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require. Any reference to the Code or other statutes or laws include all amendments, modifications, or replacements of the specific sections and provisions concerned.

**Section 8.5. Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**Section 8.6. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or

unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 8.7. Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

**Section 8.8. Additional Documents and Acts.** Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

**Section 8.9. No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**Section 8.10. References to this Agreement.** Numbered or lettered articles, sections and subsections used in this Agreement refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

**Section 8.11. Notices.** Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered in person or to the address specified by the party to receive the notice. Such notices will be given to a Member at its address specified in Exhibit A hereto. Any Member or the Company may designate any other address in substitution of the foregoing address to which such notice will be given.

**Section 8.12. Amendments.** All amendments to this Agreement must be in writing and signed by Members holding at least a majority of the Percentage Interests.

**Section 8.13. Title to Company Property.** Legal title to all property of the Company will be held and conveyed in the name of the Company.

**Section 8.14. Reliance on Authority of Person Signing Agreement.** In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement or to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be required to see to the application or distribution of proceeds paid or credited

to individuals signing this Agreement on behalf of such Person.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth beneath their signatures, to be effective, however, as of the date the Articles of Organization of the Company are accepted for filing by the Kentucky Secretary of State.

CELLULAR SERVICES, INC.

By: Paul S. Foster  
Its: President

Date: June 18, 1998

MOUNTAIN TELECOMMUNICATIONS, INC.

By: Daniel H. McGinnis  
Its: President

Date: ~~June 3~~, 1998  
July

PEOPLES RURAL TELEPHONE  
COOPERATIVE CORPORATION, INC.

By: Kirk Abbott  
Its: Manager

Date: June 4, 1998  
Aug

THACKER-GRIGSBY TELEPHONE CO., INC.

By: Robert C. Thacker  
Its: Pres.

Date: June 18, 1998

EXHIBIT A

<u>NAMES OF MEMBERS</u>	<u>ADDRESSES</u>	<u>INITIAL CAPITAL CONTRIBUTIONS</u>	<u>RESPECTIVE PERCENTAGE INTEREST</u>
Cellular Services, Inc.	P. O. Box 240 Staffordsville, KY 41256	All right, title and interest in one- fourth of Mountaineer Cellular General Partnership	25%
Mountain Telecommunications, Inc.	Main Street West Liberty, KY 41472	All right, title and interest in one- fourth of Mountaineer Cellular General Partnership	25%
Peoples Rural Telephone Cooperative Corporation, Inc.	P. O. Box 159 McKee, KY 40447	All right, title and interest in one- fourth of Mountaineer Cellular General Partnership	25%
Thacker-Grigsby Telephone Co., Inc.	P. O. Box 789 Hindman, KY 41822	All right, title and interest in one- fourth of Mountaineer Cellular General Partnership	25%

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COMMONWEALTH OF KENTUCKY  
JOHN Y. BROWN III  
SECRETARY OF STATE



RECEIVED & FILED  
AUG 24 4 11 PM '98  
JOHN Y. BROWN III  
SECRETARY OF STATE  
COMMONWEALTH OF KENTUCKY

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

Kentucky Cellular

[Name under which the business will be conducted]

has been adopted by Mountaineer Cellular, LLC

[Real name - KRS 365.015(1)]

which is the "real name" of [YOU MUST CHECK ONE]

- a Domestic General Partnership
- a Domestic Registered Limited Liability Partnership
- a Domestic Limited Partnership
- a Domestic Business Trust
- a Domestic Corporation
- a Domestic Limited Liability Company
- a Joint Venture
- a Foreign General Partnership
- a Foreign Registered Limited Liability Partnership
- a Foreign Limited Partnership
- a Foreign Business Trust
- a Foreign Corporation
- a Foreign Limited Liability Company

organized and existing in the state or country of Kentucky, and whose address is

P. O. Box 1380

Street address, if any

Hindman

City

KY

State

41822

Zip Code

The certificate of assumed name is executed by

THACKER-GRIGSBY TELEPHONE CO., INC.

By: Robert C. Thacker

Signature

Robert C. Thacker, President

Print or type name and title

8-21-98

Date

Signature

Print or type name and title

Date

Return to:

W. Bradford Baker  
and Associates  
1000 ...

I, Donald W Blevins, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



By: Doug BRADLEY, dc

199808250129

August 25, 1998

13:38:36 PM

Fees \$9.00

Tax \$0.00

Total Paid \$9.00

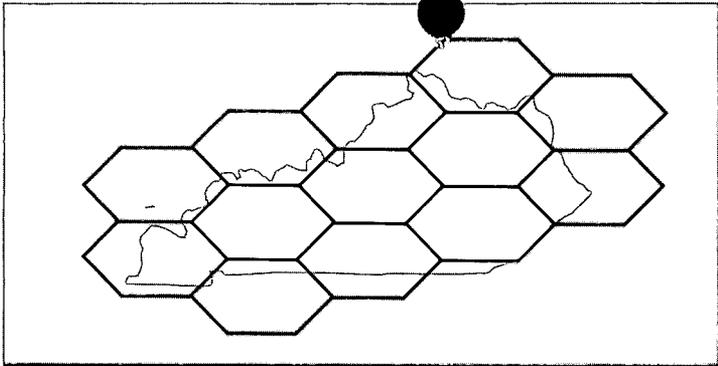
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FEB 23 1999

PUBLIC SERVICE  
COMMISSION



**Mountaineer Cellular  
General Partnership**

P. O. Box 1148 • Hindman, Kentucky 41822  
Phone: (606) 785-9550

February 20, 1999

Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, KY 40602

RE: Pre-assignment of case number

*case 99-064*

Dear Ms. Helton:

Mountaineer Cellular Limited Liability Company will, within 30 days, be submitting an application for a certificate of Public Convenience and Necessity to construct a tower near Sand Gap, KY.

Mountaineer Cellular is via this letter requesting pre-assignment of a case number in order to file the application complete.

Sincerely,

*William K. Grigsby*

William K. Grigsby  
Manager